MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
July 6, 2021

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on July 6, 2021 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, Jeffrey Rupp, Mike Brooks, Hamp Beatty, Roy A'. Perkins and Henry Vaughn, Sr. as well as City Attorney Chris Latimer and City Clerk / CFO Lesa Hardin.

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

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Alderman Brooks asked that his recusal be noted on item IX. A. (demolitions of buildings 4, 5 and 8, Everglade Ave) and XI. J. 2. a. (call for public hearing on building 10, Everglade Ave).

Mayor called for a motion to approve the agenda with consent items.

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

Alderman Carver offered a motion, duly seconded by Alderman Rupp, to approve the July 6, 2021 Official Agenda. Mayor Spruill then read the consented items after which the Board voted as follows:

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

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

OFFICIAL AGENDA OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI REGULAR MEETING OF TUESDAY, JULY 6, 2021 5:30 P.M., COURT ROOM, CITY HALL 110 WEST MAIN STREET

I. <u>CALL THE MEETING TO ORDER</u>

II. <u>PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE</u>

III. <u>APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS</u>

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 JUNE 1, 2021 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE JUNE 11, 2021 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE JUNE 25, 2021 SPECIAL CALL 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

OKTIBBEHA COUNTY HUMANE SOCIETY – RICK WELCH

VIII. PUBLIC HEARING

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF AUTHORIZING THE CITY TO PROCEED UTILIZING CITY STAFF AND RESOURCES WITH THE DEMOLITION OF BUILDINGS 4, 5, AND 8 LOCATED AT 305 EVERGLADE AVENUE WITH PARCEL NUMBER 118K-00-016.00, THE SAME HAVING BEEN DECLARED BY THE STARKVILLE BOARD OF ALDERMEN ON MAY 18, 2021, TO BE DILAPIDATED, UNSAFE, UNFIT FOR HUMAN OCCUPANCY, AND A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY PURSUANT TO MISS. CODE ANN. §21-19-11, AND AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY CONTRACTS AND/OR PERMITS RELATING TO SAME.

B. CONSIDERATION OF EXTENDING THE PROCLAMATION OF A LOCAL EMERGENCY DUE TO THE COVID-19 VIRUS FOR AN ADDITIONAL THIRTY (30) DAYS.

C. CONSIDERATION OF AN AGREEMENT WITH BIRD SCOOTER COMPANY REGARDING OPERATIONS IN THE CITY OF STARKVILLE.

D. CONSIDERATION OF CALLING FOR A PUBLIC HEARING FOR AN ORDINANCE TO REGULATE E-SCOOTERS AND ESTABLISH THE REQUIREMENTS AND REGULATIONS FOR USE WITHIN THE CITY LIMITS OF THE CITY OF STARKVILLE.

X. BOARD BUSINESS

A. CONSIDERATION OF THE APPOINTMENT OF ALDERMAN ROY A'. PERKINS AS THE MAYOR PRO TEMPORE FOR THE LEGISLATIVE TERM OF 2021-2025 IN ACCORDANCE WITH MS CODE §21-3-13.

B. CONSIDERATION OF APPOINTMENT OF ALDERMAN SANDRA SISTRUNK AS THE CITY'S BUDGET CHAIR FOR THE TERM OF JULY 6, 2021 THROUGH JUNE 30, 2025.

C. CONSIDERATION OF THE REAPPOINTMENTS OF ROWAN HAUG, JESSICA HILL, P. C. MCLAURIN, SETH POUNDS AND DAVE WILLIAMS TO THE MUNICIPAL ELECTION COMMISSION.

D. CONSIDERATION OF THE ADOPTION OF THE STANDARD CODE OF PARLIAMENTARY PROCEDURE, 4TH EDITION, BY ALICE STURGIS AS THE PARLIAMENTARY RULES FOR THE CONDUCT OF BOARD OF ALDERMEN MEETINGS.

E. CONSIDERATION OF THE REAPPOINTMENT OF LESA HARDIN AS CITY CLERK AND DIRECTOR OF FINANCE FOR THE CITY OF STARKVILLE IN ACCORDANCE WITH MS CODE §21-3-3 ET. SEQ.

F. CONSIDERATION OF THE REAPPOINTMENT OF MARK BALLARD AS POLICE CHIEF FOR THE CITY OF STARKVILLE IN ACCORDANCE WITH MS CODE §21-3-3 ET. SEQ.

G. CONSIDERATION OF THE REAPPOINTMENT OF NAVARETTE ASHFORD AS THE HUMAN RESOURCE DIRECTOR AND CHIEF OPERATING OFFICER FOR THE CITY OF STARKVILLE IN ACCORDANCE WITH MS CODE §21-3-5.

H. CONSIDERATION OF THE REAPPOINTMENT OF BRIAN KELLEY AS THE MUNICIPAL JUDGE FOR THE CITY OF STARKVILLE IN ACCORDANCE WITH MS CODE §21-23-3.

I. CONSIDERATION OF THE REAPPOINTMENT OF CAROLINE MOORE AS THE MUNICIPAL PROSECUTOR FOR THE CITY OF STARKVILLE IN ACCORDANCE WITH MS CODE §21-23-3.

J. CONSIDERATION OF THE REAPPOINTMENT OF LEIGH ANN SALLIS AS THE COURT ADMINISTRATOR FOR THE CITY OF STARKVILLE IN ACCORDANCE WITH MS CODE §21-23-3.

K. CONSIDERATION OF THE REAPPOINTMENT OF CHARLES YARBROUGH AS THE FIRE CHIEF FOR THE CITY OF STARKVILLE IN ACCORDANCE WITH MS CODE §21-3-5.

L. CONSIDERATION OF THE REAPPOINTMENT OF TERRY KEMP AS THE GENERAL MANAGER OF STARKVILLE UTILITIES FOR THE CITY OF STARKVILLE IN ACCORDANCE WITH MS CODE §21-3-5.

M. CONSIDERATION OF THE REAPPOINTMENT OF BRANDON DOHERTY AS THE DIRECTOR OF THE PARK AND RECREATION DEPARTMENT FOR THE CITY OF STARKVILLE IN ACCORDANCE WITH MS CODE §21-3-5.

N. CONSIDERATION OF THE REAPPOINTMENT OF EDWARD KEMP AS THE DIRECTOR OF THE ENGINEERING AND STREET DEPARTMENT FOR THE CITY OF STARKVILLE IN ACCORDANCE WITH MS CODE §21-3-5.

O. CONSIDERATION OF THE REAPPOINTMENT OF JOEL CLEMENTS AS THE INFORMATION TECHNOLOGY DIRECTOR FOR THE CITY OF STARKVILLE IN ACCORDANCE WITH MS CODE §21-3-5.

P. CONSIDERATION OF THE REAPPOINTMENT OF CHRIS LATIMER OF MITCHELL, MCNUTT AND SAMS AS THE CITY'S LEGAL SERVICES PROVIDER.

Q. CONSIDERATION OF A RESOLUTION APPOINTING A 2021 VOTING DELEGATE AND AN ALTERNATE VOTING DELEGATE TO THE 2021 MISSISSIPPI MUNICIPAL LEAGUE CONFERENCE.

XI. <u>DEPARTMENT BUSINESS</u>

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. CONSIDERATION OF THE SOLE APPLICANTS CARL SMITH FOR POTENTIAL APPOINTMENT FOR THE VACANCY IN WARD 4 AND KIM MORELAND FOR THE VACANCY IN WARD 1 TO TERMS ENDING JUNE 30, 2027, OF THE STARKVILLE PLANNING AND ZONING COMMISSION.

2. CONSIDERATION OF A SPECIAL EVENT REQUEST BY THE STARKVILLE AREA ARTS COUNCIL TO HOLD THE 2021 COTTON DISTRICT ARTS FESTIVAL OCTOBER 2, 2021, AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF APPROVAL OF THE SUPPLEMENTAL ENGINEERING SERVICES AGREEMENT FOR ENVIRONMENTAL, HYDRAULIC AND RIGHT OF WAY SERVICES FOR THE OLD WEST POINT ROAD BRIDGE PROJECT FROM NEEL SCHAFFER AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JUNE 29, 2021 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.

F. FIRE DEPARTMENT

1. REQUEST AUTHORIZATION FOR SAVANNA SANCHEZ TO TRAVEL TO MUSCLE SHOALS, AL (MUSCLE SHOALS REGIONAL TRAINING CENTER – ALABAMA FIRE COLLEGE) TO ATTEND AIRPORT FIREFIGHTER CLASS JULY 19 – 23, 2021 AT AN APPROXIMATE COST OF $1,294.24.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE BRADLEY GORDON AND GABRIEL TEXIDO AS ENTRY LEVEL POLICE OFFICERS IN THE STARKVILLE POLICE DEPARTMENT.

2. REQUEST AUTHORIZATION TO HIRE KATHLEEN CURTIS AND CHRISTOPHER THOMPSON AS DEPUTY COURT CLERKS.

3. CONSIDERATION TO RE-EMPLOYEE RODNEY LINCOLN AS THE AIRPORT DIRECTOR.

4. REQUEST AUTHORIZATION TO HIRE KENDRICK BISHOP, MARCO LOFTON, AND RAHSHUAN RANDLE AS MAINTENANCE WORKERS IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

5. REQUEST AUTHORIZATION TO HIRE MARY WILLIAMS AS A PROJECT MANAGER IN THE ENGINEERING DEPARTMENT TO OVERSEE CAPITAL IMPROVEMENT PROJECTS FOR PARKS AND RECREATION.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION TO APPROVE THE PURCHASE OF ONE SCAG WINDSTORM BLOWER AT $9,117.00 AND ONE SCAG TRUCK LOADER AT $10,766.00 FROM STATE CONTRACT #8200055864.

2. REQUEST APPROVAL TO DECLARE A 2015 DODGE RAM # 1D7HAI8N02JI96658, (1) RYAN JR SOD CUTTER LM6081, (1) TROY BUILD POWER SPRAYER #1508255657371, TRACTOR ATTACHMENT SPRAYER AND VARIOUS SCRAP ITEMS AS SURPLUS AND SELL ON GOVDEALS.COM.

3. REQUEST AUTHORIZATION TO ACCEPT THE LOWER BID FROM GREGORY CONSTRUCTION FOR SPORTSPLEX PARKING LOT BASE BID WITH ALTERNATES B2.1 CONCRETE WORK, B2.4 SIDEWALK CONNECTOR TO LYNN LANE, B2.6 LIGHTING SYSTEM FOR A TOTAL OF $851,300 AND LOWER BID OF SPORTS CONTRACTORS UNLIMITED FOR THE ARTIFICIAL FIELD AT THE SPORTSPLEX WITH ALTERNATES A2.1 AND A2.3 FOR A TOTAL OF $1,308,000.

J. POLICE DEPARTMENT

1. POLICE

   a. REQUEST APPROVAL TO PURCHASE 10 HAVIS DELL DOCKING STATIONS AND 10 COMPUTER MOUNTING SYSTEMS FOR THE 2021 DODGE CHARGERS FROM DANA SAFETY SUPPLY, INC, THE LOWEST QUOTE, IN THE AMOUNT OF $8,595.00.

   b. REQUEST APPROVAL OF AN AGREEMENT WITH LEADSONLINE LLC AGENCY TO ASSIST IN ELECTRONIC REPORTING AND CRIMINAL INVESTIGATIONS.

2. CODE ENFORCEMENT

   a. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURE LOCATED AT 305 EVERGLADE AVENUE, BUILDING #10, WITH PARCEL NUMBER 118K-00-016.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

K. SANITATION DEPARTMENT

1. REQUEST APPROVAL TO DECLARE UNUSABLE APPROXIMATELY 40 DUMPSTERS AS SURPLUS PROPERTY AND ADVERTISE FOR SALE ON GOVDEALS.

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO ENTER INTO A PIPELINE CROSSING CONTRACT AGREEMENT WITH KANSAS CITY SOUTHERN RAILWAY COMPANY FOR A SANITY SEWER LINE CROSSING ASSOCIATED WITH THE OPERATIONS CENTER RENOVATION PROJECT.

2. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM FALCON CONTRACTING CO., INC. FOR THE ASPHALT REPAIRS AT 801 RUSSELL STREET IN THE AMOUNT OF $7,000.00.

3. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT WITH SPRINGER ENGINEERING, INC FOR ENGINEERING SERVICES FOR THE BABYLON ROAD SANITARY SEWER IMPROVEMENT PROJECT.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

POTENTIAL SALE OF LAND INTEREST

XV. OPEN SESSION

XVI. RECESS UNTIL JULY 20, 2021 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

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

Consent items 2 – 40:

2. CONSIDERATION OF THE MINUTES OF THE JUNE 1, 2021 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the "approval of minutes of the June 1, 2021 meeting of the Mayor and Board of Aldermen" is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE JUNE 11, 2021 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the "approval of minutes of the June 11, 2021 work session of the Mayor and Board of Aldermen" is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF THE MINUTES OF THE JUNE 25, 2021 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the "approval of minutes of the June 25, 2021 special call meeting of the Mayor and Board of Aldermen" is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF AUTHORIZING THE CITY TO PROCEED UTILIZING CITY STAFF AND RESOURCES WITH THE DEMOLITION OF BUILDINGS 4, 5, AND 8 LOCATED AT 305 EVERGLADE AVENUE WITH PARCEL NUMBER 118K-00-016.00, THE SAME HAVING BEEN DECLARED BY THE STARKVILLE BOARD OF ALDERMEN ON MAY 18, 2021, TO BE DILAPIDATED, UNSAFE, UNFIT FOR HUMAN OCCUPANCY, AND A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY PURSUANT TO MISS. CODE ANN. §21-19-11, AND AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY CONTRACTS AND/OR PERMITS RELATING TO SAME.

Note: Alderman Brooks recused himself from this item.
Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board, to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the "authorization for the city to proceed utilizing city staff and resources with the demolition of buildings 4, 5 and 8 located at 305 Everglade Avenue with Parcel Number 118K-00-016.00, the same having been declared on May 18, 2021, a menace as defined in Miss. Code Ann. § 21-19-11 to the public health, safety and welfare of the community such that demolition should occur and to include authorizing the Mayor to approve the lower of two quotes for security fencing and all other necessary requirements for such demolition" is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF EXTENDING THE PROCLAMATION OF A LOCAL EMERGENCY DUE TO THE COVID-19 VIRUS FOR AN ADDITIONAL THIRTY (30) DAYS.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the "approval of extending the Proclamation of a Local Emergency due to the Covid-19 Virus for an additional thirty (30) days" is enumerated, this consent item is thereby approved.

PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY

City of Starkville, Oktibbeha County, Mississippi

WHEREAS, The City of Starkville Mayor and Board of Aldermen did find that conditions of extreme peril to the safety of persons and property arose within the City of Starkville, caused by Infectious Disease Pandemic COVID-19 commencing on March 17, 2020 and

WHEREAS, the United States Department of Health and Human Services Secretary Alex Azar declared a public health emergency for COVID19 beginning on January 27, 2020, on March 11, 2020, the World Health Organization (WHO) publicly characterized COVID-19 as a pandemic; and on March 13, 2020, the President of the United States declared a nationwide state of emergency due to the coronavirus COVID-19 pandemic; and

WHEREAS, the aforesaid conditions of extreme peril warrant and necessitate the continuation of the proclamation of the existence of a local emergency in order to provide for the health and safety of the citizens and the protection of their property within the affected jurisdiction;

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that in accordance with Section 33-15-17(d), Mississippi Code of 1972, as amended, a local emergency continues to exist throughout the City of Starkville and Oktibbeha County; and shall be reviewed every thirty (30) days until such local emergency is no longer in effect and proclaimed terminated by Mayor and Board of Aldermen of the City of Starkville, Oktibbeha County, State of Mississippi.

IT IS FURTHER PROCLAIMED AND ORDERED that all City of Starkville agencies and departments shall render all possible assistance and discharge their emergency responsibilities as set forth in the Oktibbeha County Comprehensive Emergency Management Plan.

DATE: July 6, 2021

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Mayor, D. Lynn Spruill

ATTEST: __________________________

City Clerk, Lesa Hardin

7. CONSIDERATION OF THE APPOINTMENT OF ALDERMAN ROY A'. PERKINS AS THE MAYOR PRO TEMPORE FOR THE LEGISLATIVE TERM OF 2021-2025 IN ACCORDANCE WITH MS CODE §21-3-13.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the "approval of the appointment of Alderman Roy A'. Perkins as the Mayor Pro Tempore for the legislative term of 2021-2025 in accordance with MS Code §21-3-13" is enumerated, this consent item is thereby approved.

8. CONSIDERATION OF THE APPOINTMENT OF ALDERMAN SANDRA SISTRUNK AS THE CITY'S BUDGET CHAIR FOR THE TERM OF JULY 6, 2021 THROUGH JUNE 30, 2025.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the "approval of the appointment of Alderman Sandra Sistrunk as the city's budget chair for the term of July 6, 2021 through June 30, 2025" is enumerated, this consent item is thereby approved.

9. CONSIDERATION OF THE REAPPOINTMENTS OF ROWAN HAUG, JESSICA HILL, P. C. MCLAURIN, SETH POUNDS AND DAVE WILLIAMS TO THE MUNICIPAL ELECTION COMMISSION.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the "approval of the reappointments of Rowan Haug, Jessica Hill, P. C. McLaurin, Seth Pounds and Dave Williams to the Municipal Election Commission" is enumerated, this consent item is thereby approved.

10. CONSIDERATION OF THE ADOPTION OF THE STANDARD CODE OF PARLIAMENTARY PROCEDURE, 4TH EDITION, BY ALICE STURGIS AS THE PARLIAMENTARY RULES FOR THE CONDUCT OF BOARD OF ALDERMEN MEETINGS.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the "approval of the adoption of the Standard Code of Parliamentary Procedure, 4th Edition, by Alice Sturgis as the parliamentary rules for the conduct of Board of Aldermen meetings" is enumerated, this consent item is thereby approved.

11. CONSIDERATION OF THE REAPPOINTMENT OF LESA HARDIN AS CITY CLERK AND DIRECTOR OF FINANCE FOR THE CITY OF STARKVILLE IN ACCORDANCE WITH MS CODE §21-3-3 ET. SEQ.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the "approval of the reappointment of Lesa Hardin as City Clerk and Director of Finance for the City of Starkville in accordance with MS CODE §21-3-3 ET. SEQ" is enumerated, this consent item is thereby approved.

12. CONSIDERATION OF THE REAPPOINTMENT OF MARK BALLARD AS POLICE CHIEF FOR THE CITY OF STARKVILLE IN ACCORDANCE WITH MS CODE §21-3-3 ET. SEQ.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the "approval of the reappointment of Mark Ballard as Police Chief for the City of Starkville in accordance with MS CODE §21-3-3 ET. SEQ" is enumerated, this consent item is thereby approved.

13. CONSIDERATION OF THE REAPPOINTMENT OF NAVARETTE ASHFORD AS THE HUMAN RESOURCE DIRECTOR AND CHIEF OPERATING OFFICER FOR THE CITY OF STARKVILLE IN ACCORDANCE WITH MS CODE §21-3-5.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the "approval of the reappointment of Navarette Ashford as Human Resource Director and Chief Operating Officer for the City of Starkville in accordance with MS CODE §21-3-5" is enumerated, this consent item is thereby approved.

14. CONSIDERATION OF THE REAPPOINTMENT OF BRIAN KELLEY AS THE MUNICIPAL JUDGE FOR THE CITY OF STARKVILLE IN ACCORDANCE WITH MS CODE §21-23-3.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the "approval of the reappointment of Brian Kelley as Municipal Judge for the City of Starkville in accordance with MS CODE §21-23-3" is enumerated, this consent item is thereby approved".

15. CONSIDERATION OF THE REAPPOINTMENT OF CAROLINE MOORE AS THE MUNICIPAL PROSECUTOR FOR THE CITY OF STARKVILLE IN ACCORDANCE WITH MS CODE §21-23-3.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the "approval of the reappointment of Caroline Moore as Municipal Prosecutor for the City of Starkville in accordance with MS CODE §21-23-3" is enumerated, this consent item is thereby approved.

16. CONSIDERATION OF THE REAPPOINTMENT OF LEIGH ANN SALLIS AS THE COURT ADMINISTRATOR FOR THE CITY OF STARKVILLE IN ACCORDANCE WITH MS CODE §21-23-11.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the "approval of the reappointment of Leigh Ann Sallis as Court Administrator for the City of Starkville in accordance with MS CODE §21-23-11" is enumerated, this consent item is thereby approved.

17. CONSIDERATION OF THE REAPPOINTMENT OF CHARLES YARBROUGH AS THE FIRE CHIEF FOR THE CITY OF STARKVILLE IN ACCORDANCE WITH MS CODE §21-3-5.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the "approval of the reappointment of Charles Yarbrough as Fire Chief for the City of Starkville in accordance with MS CODE §21-3-5" is enumerated, this consent item is thereby approved".

18. CONSIDERATION OF THE REAPPOINTMENT OF TERRY KEMP AS THE GENERAL MANAGER OF STARKVILLE UTILITIES FOR THE CITY OF STARKVILLE IN ACCORDANCE WITH MS CODE §21-3-5.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the "approval of the reappointment of Terry Kemp as General Manager of Starkville Utilities for the City of Starkville in accordance with MS CODE §21-3-5" is enumerated, this consent item is thereby approved" is enumerated, this consent item is thereby approved.

19. CONSIDERATION OF THE REAPPOINTMENT OF BRANDON DOHERTY AS THE DIRECTOR OF THE PARK AND RECREATION DEPARTMENT FOR THE CITY OF STARKVILLE IN ACCORDANCE WITH MS CODE §21-3-5.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the "approval of the reappointment of Brandon Doherty as Director of the Park and Recreation Department for the City of Starkville in accordance with MS CODE §21-3-5" is enumerated, this consent item is thereby approved.

20. CONSIDERATION OF THE REAPPOINTMENT OF EDWARD KEMP AS THE DIRECTOR OF THE ENGINEERING AND STREET DEPARTMENT FOR THE CITY OF STARKVILLE IN ACCORDANCE WITH MS CODE §21-3-5.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the "approval of the reappointment of Edward Kemp as Director of the Engineering and Street Department for the City of Starkville in accordance with MS CODE §21-3-5" is enumerated, this consent item is thereby approved.

21. CONSIDERATION OF THE REAPPOINTMENT OF JOEL CLEMENTS AS THE INFORMATION TECHNOLOGY DIRECTOR FOR THE CITY OF STARKVILLE IN ACCORDANCE WITH MS CODE §21-3-5.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the "approval of the reappointment of Joel Clements as Information Technology Director for the City of Starkville in accordance with MS CODE §21-3-5" is enumerated, this consent item is thereby approved".

22. CONSIDERATION OF THE REAPPOINTMENT OF CHRIS LATIMER OF MITCHELL, MCNUTT AND SAMS AS THE CITY'S LEGAL SERVICES PROVIDER.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the "approval of the reappointment of Chris Latimer of Mitchell, McNutt and Sams as the city's legal services provider" is enumerated, this consent item is thereby approved.
The agreement follows this page.

CITY OF STARKVILLE
CONTRACT FOR LEGAL SERVICES

MITCHELL, McNUTT & SAMS, P.A.

July 6, 2021 - June 30, 2025

DESCRIPTION OF SERVICES: This firm, through Christopher J. Latimer, proposes to continue serving as general counsel to the Mayor and Board of Aldermen of the City of Starkville, which will include the following:

1. Provide legal counsel on administration of municipal government, the exercise of municipal authority and police power, the preparation of official actions of the Mayor and Board of Aldermen, review of minutes, and attendance at regular and special meetings of the Board of Aldermen and Starkville Planning and Zoning Commission.

2. Serve as litigation counsel for the protection of the municipality and its public officials against liability; representation in state and federal courts and before administrative boards and commissions.

3. Legal services and advice regarding labor and employment, municipal taxation and finance, purchasing and government contracts, building and environmental regulations, and other general and/or routine legal issues. Such services will be upon demand and provided only at the request of those persons authorized by the Mayor and Board of Aldermen.

4. Legal services and advice regarding the issuance of bonds and other debt instruments by the City.

5. Rates for legal services will be as follows:

    - $160/hour for shareholders; $120/hour for associates. These rates shall be fixed for the duration of the proposed four-year term.

    - $90/hour for paralegals, which shall also be a fixed rate for the four-year term.

    - The City will not be charged for any time or expenses incurred for counsel's travel to or from the City from any of the firm's offices.

6. In addition to the fees listed above, fees for legal services as municipal counsel for the issuer on bonds and other debt instruments shall be 1% of a bond issuance

up to $3 million, and ½% of any bond issuance over $3 million. This fee can include, among other things, review and editing of bond resolutions and associated documents, drafting various opinion letters validating the legality of the bonds, and validating the bonds in Chancery Court. Out-of-pocket expenses, including cost of publication and filing fees, will be billed separately. In the event the bonds are never issued, such that there is no percentage fee to collect, the bond work leading up to an issuance shall be billed at $190/hour.

7. If Christopher J. Latimer is delayed, for example, by involvement in depositions, trial, meetings, out-of-state work or travel, from immediately addressing an urgent and necessitous task of the City of Starkville, one of his law partners or associates may fill in on that task at Mr. Latimer's direction, depending upon who is best suited for the task. In addition, Mr. Latimer may direct the firm's associates, or other members of the firm, to attend City meetings and work on City tasks if necessary for full, expedient, and value-based service to the City. Further, the Mayor and Board of Aldermen reserve the right to employ other counsel for any matter if such action is deemed to be in the best interest of the City of Starkville.

8. It is the goal of this firm to provide legal services to the City of Starkville for the next term within a budgeted level as established by the administration and the Board of Aldermen.

9. This proposal does not include legal services as municipal prosecutor, municipal public defender or municipal judge or services related to municipal court, as such services are performed by other independent counsel retained and/or employed by the City.

MITCHELL, McNUTT & SAMS, P.A.

By:______________________________

Christopher J. Latimer

APPROVED BY MAYOR AND BOARD OF ALDERMEN on the 6th day of July, 2021.

By:______________________________

Lynn Spruill, *Starkville Mayor*

ATTEST:

Lesa Hardin

____

Lesa Hardin, *Starkville City Clerk*

1243063

23. CONSIDERATION OF THE SOLE APPLICANTS CARL SMITH FOR POTENTIAL APPOINTMENT FOR THE VACANCY IN WARD 4 AND KIM MORELAND FOR THE VACANCY IN WARD 1 TO TERMS ENDING JUNE 30, 2027, OF THE STARKVILLE PLANNING AND ZONING COMMISSION.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the "approval of appointing Carl Smith as the Ward 4 commissioner and Kim Moreland as the Ward 1 commissioner of the Planning and Zoning Commission with 6 year terms expiring on June 30, 2027" is enumerated, this consent item is thereby approved.

24. CONSIDERATION OF A SPECIAL EVENT REQUEST BY THE STARKVILLE AREA ARTS COUNCIL TO HOLD THE 2021 COTTON DISTRICT ARTS FESTIVAL OCTOBER 2, 2021, AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the "approval of a Special Event request by the Starkville Area Arts Council to hold the 2021 Cotton District Arts Festival on October 2, 2021 and have City participation with in-kind services" is enumerated, this consent item is thereby approved.

25. CONSIDERATION OF APPROVAL OF THE SUPPLEMENTAL ENGINEERING SERVICES AGREEMENT FOR ENVIRONMENTAL, HYDRAULIC AND RIGHT OF WAY SERVICES FOR THE OLD WEST POINT ROAD BRIDGE PROJECT FROM NEEL SCHAFFER AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the "approval of the supplemental engineering services agreement for environmental, hydraulic and right of way services for the Old West Point Road Bridge Project from Neel Schaffer and authorizing the Mayor to execute the agreement" is enumerated, this consent item is thereby approved.
The agreement follows this page.

26. CONSIDERATION TO ALLOW SAVANNA SANCHEZ TO TRAVEL TO MUSCLE SHOALS, AL (MUSCLE SHOALS REGIONAL TRAINING CENTER – ALABAMA FIRE COLLEGE) TO ATTEND AIRPORT FIREFIGHTER CLASS JULY 19 – 23, 2021 AT AN APPROXIMATE COST OF $1,294.24.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the "approval for Savanna Sanchez to travel to Muscle Shoals, AL (Muscle Shoals Regional Training Center – Alabama Fire College) to attend Airport Firefighter Class July 19 – 23, 2021 at an approximate cost of $1,294.24" is enumerated, this consent item is thereby approved.

27. CONSIDERATION TO HIRE BRADLEY GORDON AND GABRIEL TEXIDO AS ENTRY LEVEL POLICE OFFICERS IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the "approval to hire Bradley Gordon and Gabriel Texido as Entry Level Police Officers" is enumerated, this consent item is thereby approved.

28. CONSIDERATION TO HIRE KATHLEEN CURTIS AND CHRISTOPHER THOMPSON AS DEPUTY COURT CLERKS.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the "approval to hire Kathleen Curtis and Christopher Thompson as Deputy Court Clerks" is enumerated, this consent item is thereby approved.

29. CONSIDERATION TO RE-EMPLOYEE RODNEY LINCOLN AS THE AIRPORT DIRECTOR.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the "approval to re-employee Rodney Lincoln as the Airport Director" is enumerated, this consent item is thereby approved.

NEEL-SCHAFFER
Solutions you can build upon

engineers
planners
surveyors
environmental scientists
landscape architects

May 28, 2021

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

RE: OLD WEST POINT ROAD BRIDGE REPLACEMENT SUPPLEMENTAL SERVICE AGREEMENT

Dear Mr. Kemp:

Neel-Schaffer, Inc.(NSI) is pleased to offer additional professional services for a Supplemental Agreement to the original executed letter agreement for the above referenced project.

This additional Scope of Work is detailed in Exhibit A and will be performed at the lump sum fees stated below.

Easement Acquisition	$ 6,500.00
Environmental Clearance / Permitting	$ 3,770.00
No-Rise / No-Impact Design and Certification	$ 34,770.00

All services will be performed in accordance with the original executed letter agreement dated November 25, 2019.

If the terms of this Agreement are acceptable, please execute the original and return a copy to us. We appreciate the opportunity to provide these services to you and look forward to continuing this project to successful completion.

Sincerely,

NEEL-SCHAFFER, INC.

Kevin Stafford, P.E.
Vice President

Attachments

ACCEPTED: CITY OF STARKVILLE

SIGNATURE: ______________________

TITLE: Mayor **DATE:** 7-6-2021

EXHIBIT A

SCOPE OF WORK

EASEMENT ACQUISITION

Boundary and Topographic Survey:

1. Preparation of a plat, description and filing instrument for easements to facilitate the construction and maintenance of the project. Easements will be prepared for Oktibbeha County Tax Parcel # 117F-00-016.00 and # 117F-00-002.09.
2. Corners of easements will be marked per State Standards and additional stakes will be placed online for the inspection and approval of property owners.
3. Locating all trees in an approximately 6400 square feet area in the northwest corner of Oktibbeha County Tax Parcel # 117F-00-016.00. Trees, including species and diameter, will be added to documentation and used in the planning of the project with the goal of avoiding or minimizing the destruction of said trees in order to appease private landowner.

Easement Acquisition: the Project Manager shall assist in providing easement documentation and accompanying city official(s) while negotiating easements with landowners. Each trip shall include associated milage.

ENVIRONMENTAL CLEARANCE / PERMITTING

Wetlands Delineation and Preliminary Jurisdictional Determination/Jurisdictional Determination Submittal– This includes the delineation, GIS mapping, and coordination with the U.S. Army Corps of Engineers (USACE) for the issuance of a PJD/JD. At the same time, we would complete the field surveys for federally listed threatened and endangered species. Regulated waters are found on the property, and we submitted the appropriate documentation to the USACE and request that they concur with these findings. The USACE concurs that the property does contain regulated waters, so a Nationwide Permit and cultural resources would be required.

Wetlands Permitting – Since regulated waters are found on the property that cannot be avoided, the USACE required the project to be authorized under a Nationwide Permit 3 as long as impacts remain below 0.5-acre wetlands and/or 300′ of streams. This includes preparation of the pre-construction notification (PCN) submittal, agency meetings, and agency coordination required to complete the permit action.

Phase I Cultural Resources Survey – Prior to expending any of the cultural resources budget, we worked with USACE to determine what cultural resources survey would be required. We included a desktop survey as required by the USACE.

USFWS Threatened & Endangered Species Coordination – We completed the field surveys for listed species during the wetland delineation and included additional coordination needed with respect to T/E species during the permitting process.

NO-RISE / NO-IMPACT DESIGN AND CERTIFICATION

This bridge replacement project on Old West Point Road over "Sand Creek Tributary 2" is located within a Zone AE Floodplain (with Floodway); therefore, the bridge replacement must be designed to meet FEMA's No-Rise criteria, which requires that the project will cause no increase in water surface elevations, floodway widths, or floodway elevations at any point along the stream or within the community. A detailed Flood Insurance Study (FIS) was conducted by FEMA for the project stream and results were published in the Effective Flood Insurance Study and Maps issued April 17, 2012 (Flood Insurance Rate Map Panels 47165C0318G and 47165C0314G).

According to FEMA's regulations, the proposed bridge replacement cannot cause increases in the published Base Flood Elevations (BFEs), Floodway Elevations, or Floodway Widths shown in the effective Flood Insurance Study, unless a Conditional Letter of Map Revision (CLOMR) is applied for. Therefore, it is advisable to make every attempt to design the bridge/culvert replacement projects to cause no increases to the BFEs or Floodway widths and issue a "No-Rise / No-Impact Certification," instead of applying for a CLOMR.

The following tasks will be performed in support of a No-Rise / No-Impact Certification for the subject bridge replacement project:

Scope of Work

1. Obtain/download FEMA DFIRM and order effective H&H models for Sand Creek Tributary 2.
2. Analyze survey data (upstream and downstream channel cross sections, top of road profile, detailed bridge opening and structure data) and update the effective hydraulic (HEC-RAS) models by adding channel and crossing structure data to produce Corrected Effective model.
3. Debug and run hydraulic model to obtain updated/existing conditions 100-year water surface elevations and compare to FIS data.
4. Develop proposed conditions HEC-RAS model and determine prelim required hydraulic opening to meet No-Rise / No-Impact conditions.
5. Iterate proposed conditions model with multiple options that achieve no-rise (three iterations of structures – Clear-span bridge, Multi-cell box culverts, Multi-span bridge).
6. Prepare No-Rise / No-Impact Report and documentation for the final proposed structure and roadway profile. Submit to City Floodplain Administrator and address comments, as necessary.
7. Provide details (and H&H analysis, if required) for bank stabilization and channel stabilization (riprap) for construction plans.
8. Provide final hydraulic data to display on the final bridge plans.

30. CONSIDERATION TO HIRE KENDRICK BISHOP, MARCO LOFTON, AND RAHSHUAN RANDLE AS MAINTENANCE WORKERS IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the "approval to hire Kendrick Bishop, Marco Lofton, and Rahshuan Randle as a Maintenance Workers in the Sanitation & Environmental Services Department" is enumerated, this consent item is thereby approved.

31. CONSIDERATION TO HIRE MARY WILLIAMS AS A PROJECT MANAGER IN THE ENGINEERING DEPARTMENT TO OVERSEE CAPITAL IMPROVEMENT PROJECTS FOR PARKS AND RECREATION.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the "approval to hire Mary Williams as a Project Manager in the Engineering Department to oversee capital improvement projects for Parks and Recreation" is enumerated, this consent item is thereby approved.

32. CONSIDERATION TO APPROVE THE PURCHASE OF ONE SCAG WINDSTORM BLOWER AT $9,117.00 AND ONE SCAG TRUCK LOADER AT $10,766.00 FROM STATE CONTRACT #8200055864.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the "approval to approval the purchase of one SCAG Windstorm Blower at $9,117.00 and SCAG Truck Loader at $10,766.00 at state contract #8200055864 prices" is enumerated, this consent item is thereby approved.

33. CONSIDERATION TO DECLARE A 2015 DODGE RAM # 1D7HAI8N02JI96658, (1) RYAN JR SOD CUTTER LM6081, (1) TROY BUILD POWER SPRAYER #1508255657371, TRACTOR ATTACHMENT SPRAYER AND VARIOUS SCRAP ITEMS AS SURPLUS AND SELL ON GOVDEALS.COM.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the "approval to declare a 2015 Dodge Ram # 1D7HAI8N02JI96658, (1) Ryan JR Sod Cutter LM6081, (1) Troy Build Power Sprayer #1508255657371 and Tractor attachment sprayer as surplus and sell on Govdeals.com" is enumerated, this consent item is thereby approved.

34. CONSIDERATION TO PURCHASE 10 HAVIS DELL DOCKING STATIONS AND 10 COMPUTER MOUNTING SYSTEMS FOR THE 2021 DODGE CHARGERS FROM DANA SAFETY SUPPLY, INC, THE LOWEST QUOTE, IN THE AMOUNT OF $8,595.00.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the "approval to purchase 10 Havis Dell docking stations and 10 computer mounting systems for the 2021 Dodge Chargers from Dana Safety Supply, Inc. the lowest quote, in the amount of $8,595.00" is enumerated, this consent item is thereby approved.

Three quotes received: Dana Safety Supply, Inc. - $8,595.00, Havis, Inc - $14,083.60 and Howard Technology, Inc. - $9,165.00

35. CONSIDERATION OF AN AGREEMENT WITH LEADSONLINE LLC AGENCY TO ASSIST IN ELECTRONIC REPORTING AND CRIMINAL INVESTIGATIONS.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the "approval of an agreement with Leadsonline, LLC Agency to assist in electronic reporting and criminal investigations" is enumerated, this consent item is thereby approved.

PHONE 972-361-0900 FAX 972-361-0901 TOLL-FREE 800-311-2656
6900 DALLAS PARKWAY, SUITE 825, PLANO, TX 75024
LEADSONLINE.COM

AGENCY AGREEMENT

This LeadsOnline LLC AGENCY AGREEMENT ("Agreement"), dated June 1, 2021, ("Effective Date") is made between Starkville Police Department ("Agency") and LeadsOnline LLC ("Leads").

SCOPE OF AGREEMENT

Leads operates and maintains an electronic reporting and criminal investigation system for receiving Transaction Data for the use of Law Enforcement Officials in their official duties. Leads acts in the capacity of an agent for such Law Enforcement Agencies for the purpose of collecting, maintaining and providing access to Transaction Data and other records.

Agency desires to utilize Leads' System to support its investigations.

Subject to the terms of this Agreement and in consideration of the mutual covenants stated below, the parties agree as follows:

1. Definitions

1.1 "Transaction Data" means all information provided by Reporting Businesses and Law Enforcement Agencies about transactions, including (but not limited to) the transaction number, make, model, property description, serial number, name, address, identification number, telephone number, date of birth and any images recorded during the course of a transaction according to official request, statutory requirement or otherwise.

1.2 "GLBA" means the Gramm-Leach-Bliley Act of 1999, together with the Privacy Rule and Safeguards Rule promulgated by the U.S. Federal Financial Institution regulators and the Federal Trade Commission.

1.3 "Law Enforcement Agency" means any agency duly authorized by Municipal, State, County or Federal government to enforce laws or investigate crimes.

1.4 "Law Enforcement Official" means a person employed and authorized by a Law Enforcement Agency to, in his/her official duties, access Transaction Data and/or submit Transaction Data for official use by Law Enforcement Agencies.

1.5 "Leads' System" is Leads' electronic reporting and criminal investigations system for receiving Transaction Data for access by Law Enforcement Officials.

1.6 "Reporting Business" shall mean any entity that records Transaction Data regarding (a) the receipt or sale of products regulated by law and (b) the receipt or other disposition of merchandise or materials, and reports such Transaction Data for access by Law Enforcement Officials according to official request, statutory requirement or otherwise.

1.7 "Agency Files" means case information electronically transferred by Agency to Leads' System for automated comparison to Transaction Data and Agency Files submitted by other Law Enforcement Agencies.

2. Responsibilities of Agency

2.1 Agency agrees that the protection of usernames and passwords used to access Leads services and any Transaction Data accessed via Leads by its Law Enforcement Official is the responsibility of Agency. Agency agrees to maintain such information in a secure manner and to not provide login credentials to any other person.

2.2 Agency is responsible for the accuracy of information submitted by Agency's Law Enforcement Officials in registration for Law Enforcement Agency's accounts.

2.3 Agency agrees to not share its access to Leads' System with other Law Enforcement Agencies and to not share information retrieved from Leads' System with the exception of disclosure necessary for the purpose of prosecution of crimes within Agency's jurisdiction investigated by Agency.

2.4 Agency agrees that accounts will be (a) registered only to individual Law Enforcement Officials employed exclusively by Agency and (b) will be used only by the specific Law Enforcement Official to whom the account is registered and (c) will not be used to access or otherwise provide information from Leads System to other Law Enforcement Agencies.

2.5 Agency represents and warrants that it shall only submit, access, use and disclose Transaction Data for use in Agency's official Law Enforcement Agency duties. Agency maintains sole responsibility for activity taking place under its user accounts and is responsible for any use, misuse or disclosure of Transaction Data accessed by its users.

2.6 Agency is responsible for securing Transaction Data accessed from Leads' System, and agrees to comply with all applicable statutes, laws and regulations for use and disclosure of non-public personal information, including federal and state Transaction Data security breach laws and the GLBA.

2.7 Agency understands and acknowledges that Transaction Data and other records accessible by Law Enforcement Officials via Leads' System contains non-public personally identifiable information that is unrelated to any Agency case. This includes Transaction Data submitted by businesses and Law Enforcement Agencies outside of Agency's jurisdiction and outside of Agency's state. Such Transaction Data and other information may not be eligible for disclosure in response to a public record request according to applicable law. Leads does not grant Agency access to Leads' System for the purpose of searching records to respond to a public records request when Agency did not have the record at the time the public records request was made. If Agency searches Leads' System in response to a request for Public Records, Agency is acting of its own accord.

2.8 Agency is responsible for using devices and browsers capable of connecting via an encrypted internet connection.

2.9 Agency is responsible for promptly notifying Leads when a user is no longer employed by Agency or is otherwise no longer authorized to access Leads' System.

2.10 Agency agrees to promptly notify Leads of any conditions that Agency believes may represent or result from a security incident or vulnerability, including the possible compromise of a user's password. Please send any notifications to privacy@leadsonline.com.

2.11 Agency will pay subscription fees according to the schedule set forth in Attachment 'A' which by this reference is incorporated herein.

3. Responsibilities of Leads

3.1 Leads agrees to operate and maintain the Leads System for the purpose of receiving Transaction Data for access only by Law Enforcement Officials.

3.2 Leads agrees to secure Transaction Data using administrative, technical and physical safeguards as set forth in applicable law, including the GLBA.

3.3 Leads agrees to limit access to Agency Files to authorized Law Enforcement Officials, and shall apply safeguards to protect Agency Files according to standards applicable to the information in Agency Files. Leads agrees to purge all Agency Files according to CJIS standards upon Agency's written request.

3.4 Leads agrees to provide use of Leads' System with the capabilities specified in Attachment 'A'.

4. Conditions for use of Leads' System

4.1 Leads' System and website, including but not limited to written materials, text, graphics, logos, software, functionality, icons and images are the exclusive proprietary property of Leads and are protected under the United States Copyright Act (17 United States Code), as well as by all applicable state and international copyright laws, and by the Lanham Act (15 U.S.C. §§1051-1141n). Agency agrees to abide by any additional copyright notices, trademarks, information, or restrictions contained in any content on Leads' System and website. Leads' System and website may be used solely for the purposes expressly provided for herein, and no aspect of the Leads' System or website may be used for any other purpose whatsoever. Any other use is unauthorized and will constitute an infringement upon the proprietary rights of Leads. No authority to use any content on Leads' System, website, or any other intellectual or other property of Leads not expressly granted by this Agreement shall be implied.

4.2 Agency agrees to not decompile or otherwise copy or use content on the Leads' System or website or other proprietary information of Leads for purposes of reverse-engineering or reconstruction, and to not remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices from any materials Agency obtains from Leads' System or website.

4.3 Agency represents it is a Law Enforcement Agency.

4.4 Leads may modify or upgrade any aspect of Leads' System at any time without notice. Leads agrees to make commercially reasonable efforts to perform such modifications in a manner that is not disruptive to Agency.

4.5 Subject to the terms of this Agreement, Agency hereby appoints Leads as its agent for the sole purpose of collecting, maintaining and providing access to Transaction Data from Reporting Businesses. This agency appointment is effective as of the registration date of Agency's initial user. Agency acknowledges that Leads does not enforce laws and only represents Agency in the capacity of receiving Transaction Data from Reporting Businesses and Law Enforcement Agencies and making information available to Law Enforcement Officials via Leads' System.

4.6 Leads uses a number of checks to identify inaccurate or incomplete Transaction Data, but cannot and does not represent or endorse the accuracy or reliability of Transaction Data or other information submitted by Reporting Business and Law Enforcement Agencies. Transaction Data is provided by Reporting Businesses and Law Enforcement Agencies according to the laws and practices enforced in Reporting Businesses' jurisdiction using their proprietary operational software.

4.7 Leads is not responsible for ensuring the compliance of Reporting Businesses with their Transaction Data reporting obligations.

4.8 Agency will not discourage Reporting Businesses from submitting Transaction Data via Leads.

4.9 Transaction Data submitted by Reporting Businesses and Transaction Data and limited information from Agency Files submitted by Agency is accessible by Law Enforcement Officials with other Law Enforcement Agencies.

5. Term

5.1 This Agreement will become effective as of the Effective Date and remain in effect for three (3) years (the "Initial Term") and any renewal term, or until termination by Leads or Agency as described below.

5.2 Neither party is obligated to renew this Agreement. Upon expiration of the Initial Term or any renewal term, the parties may renew this Agreement for an additional one-year term. Mutual agreement to renew will be evidenced by Leads' submission of a valid invoice for the renewal year at then-current pricing and Agency's payment of such invoice within thirty (30) days of renewal.

5.3 Following written notice and a cure period of not less than ten (10) days, either party may without further notice, terminate this Agreement if the other party (a) fails to perform any material obligation required under this Agreement or (b) violates any laws, rules or regulations related to this Agreement.

5.4 The parties agree that any continuation of this Agreement from one fiscal year to the next is contingent upon annual fiscal appropriation and lawful approval by Agency's governing entity. Agency may terminate this Agreement by providing sixty (60) days' written notice to Leads prior to the next contract year if funding to make the next scheduled payment is not duly appropriated and authorized.

6. Disclaimer and Indemnification

6.1 **EXCEPT FOR THE REPRESENTATIONS SET FORTH IN SECTION 3 OF THIS AGREEMENT, LEADS SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS, AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, CUSTOM, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, MERCHANTABLE QUALITY, SATISFACTORY QUALITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND/OR ANY AND ALL OTHER IMPLIED WARRANTIES AND EXPRESS WARRANTIES (OTHER THAN THOSE SET FORTH HEREIN, IF ANY) WITH RESPECT TO LEADS' SYSTEM. LEADS' SYSTEM, INCLUDING ALL TRANSACTION DATA, CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH LEADS' WEBSITE IS PROVIDED, AND ACCEPTED AND/OR USED, "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND.**

6.2 **LEADS IS NOT LIABLE FOR ANY DAMAGES SUFFERED BY AGENCY OR ALLEGED BY ANY THIRD PARTY ARISING FROM AGENCY'S USE OF LEADS' SYSTEM UNLESS THERE IS A SHOWING OF GROSS NEGLIGENCE OR WILFUL MISCONDUCT BY LEADS.**

6.3 **IN NO EVENT SHALL LEADS BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, DOWNTIME COSTS, LABOR COST, OVERHEAD COSTS OR CLAIMS OF A REPORTING BUSINESS, ITS AFFILIATES OR ANY OTHER THIRD PARTY, EVEN IF LEADS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6.4 **AT AN ABSOLUTE MAXIMUM, LEADS LIABILITY SHALL BE LIMITED TO THE AMOUNT OF MONEY IT IS PAID BY AGENCY TO LEADS.**

6.5 Leads shall indemnify, hold harmless, protect and defend Agency and its officials, officers, employees, agents and authorized volunteers (the "Indemnified Parties") from and against all losses, liabilities, judgments, costs, expenses, damages (including damages to the Leads' System), attorney's fees, and other costs, including all costs of defense, arising from all suits of law or actions of every nature for or on account of the infringement of any patents, trademarks, or copyrights of any other party by reason of the use or integration of any proprietary software, equipment, devices or processes, originally incorporated, or provided and used, by Leads in the performance of the services provided under this Agreement. Notwithstanding the foregoing, this paragraph, to the extent allowed by law, shall not apply if the foregoing described losses, liabilities, judgments, costs, expenses, damages and the like arise from the misuse of Leads' System or Transaction Data or any other breach of this Agreement by Agency.

6.6 Agency shall ensure that any local law, instructions or directive given by Agency or Agency's Law Enforcement Officials related to Reporting Businesses ("Agency Directives") do not conflict with applicable laws. **LEADS SHALL NOT, UNDER ANY CIRCUMSTANCE, BE RESPONSIBLE OR LIABLE FOR ANY THIRD-PARTY CLAIM ARISING OUT OF OR IN ANY WAY CHALLENGING THE ENFORCEABILITY OR VALIDITY OF SUCH AGENCY DIRECTIVES OR APPLICABLE LAWS.**

6.7 The parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of either party.

6.8 The parties agree that no provision of this Agreement extends the either party's liability beyond the liability provided in applicable law, and no provision of this Agreement shall be considered a waiver by either party of any right, defense, or immunity available according to applicable law.

7. Miscellaneous

7.1 Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, including any act that would be considered force majeure.

7.2 If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement, unless either party deems the unenforceable provision to be essential to this Agreement, in which case either party may terminate this Agreement, effective immediately upon notice to the other party.

7.3 The parties reserve the right to disclose any information in response to a duly authorized subpoena.

7.4 Any waiver by either party of a breach of any provision of this Agreement by the other party or delay in enforcing any rights shall not operate or be construed as a waiver of any other or subsequent breach by such party.

7.5 The parties acknowledge that all services provided under this Agreement are performed from Leads' facilities, and Leads does not physically come to Agency for purposes of providing any services related to this Agreement.

7.6 This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements and understandings, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified, changed or discharged, in whole or in part, except by an agreement in writing signed by both parties. The mere acceptance of any work order, purchase order or other document containing provisions purported to modify or enlarge the obligations or liabilities of either party shall not be construed as acceptance of such provisions.

7.7 Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement. There are no third-party beneficiaries to this Agreement. The only persons who may enforce or benefit from this Agreement and any rights under this Agreement are Agency and Leads.

7.8 This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, without regard to conflicts of laws provisions. Sole and exclusive jurisdiction and venue for any action or proceeding arising out of or related to this Agreement shall be an appropriate state or federal court located in Oktibbeha County, Mississippi.

7.9 Neither party will assign its rights or duties under this Agreement without first providing written notice to the other party with at least 30 days to object to such assignment and in doing so, immediately terminate the Agreement without penalty.

LEADS

LeadsOnline LLC

Signature: ________________________________

Print Name: David K. Finley

Title: President & CEO

Date: ________________________________

Address: 6900 Dallas Parkway, Suite 825
Plano, TX 75024-4200

Tax ID: 42-1720332

AGENCY

Starkville Police Department

Signature: ________________________________

Print Name: ________________________________

Title: ________________________________

Date: ________________________________

Address: 101 Lampkin Street
Starkville, MS 39759

LeadsOnline

PHONE 972-361-0900 FAX 972-361-0901 TOLL-FREE 800-311-2656

6900 DALLAS PARKWAY, SUITE 825, PLANO, TX 75024

LEADSONLINE.COM

AGENCY AGREEMENT – Attachment 'A'

Scope of Work and Annual Subscription Fee

LeadsOnline System Capability	PowerPlus
Online reporting system for all pawn/secondhand stores and scrap metal recyclers	✓
Unlimited accounts/searches for your personnel working your cases	✓
Images of property, sellers, vehicles, thumbprints, etc. as reported	✓
Legacy data import (from existing in-house database)	✓
Updates, training and support for agency personnel and businesses	✓
ReportIt citizen property inventory system	✓
Automated NCIC/stolen property hits	✓
Message Inbox (alerts and communication to and from businesses)	✓
Daily Stats (hits and statistics for each investigator)	✓
Property Hold Management System	✓
Nationwide search access	✓
Saved (continuous) searches/Email hit alerts	✓
eBay First Responder Service	✓
OfferUp Search Listings	✓
Public Classified Ads – Craigslist	✓
Persons of Interest inter-agency suspect information system	✓
Suspect variations and associations reports	✓
Statement Analyzer	✓
Submit lists of known suspects and/or property (file upload)	✓
Phone Forensics Search	✓
CompStat Mapping System	✓
Annual subscription fee due on June 1, 2021 and on or before each anniversary thereof during the Initial Term. Increases will be limited to 3% annually during the Initial Term. Subscription fee after the Initial Term will be invoiced according to then-current pricing and is due within 30 days of renewal.	**$5,472**

36. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURE LOCATED AT 305 EVERGLADE AVENUE, BUILDING #10, WITH PARCEL NUMBER 118K-00-016.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the "approval of calling for a Public Hearing under Miss. Code Ann. § 21-19-11 to determine whether the structures located at 305 Everglade Ave. Bldg. 10 with the parcel number 118K-00-016.00 is a menace to the public health, safety, and welfare of the community" is enumerated, this consent item is thereby approved. Note: Alderman Brooks recused himself from this item.

37. CONSIDERATION OF APPROVAL TO DECLARE UNUSABLE APPROXIMATELY 40 DUMPSTERS AS SURPLUS PROPERTY AND ADVERTISE FOR SALE ON GOVDEALS.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the "approval to declare approximately 40 dumpsters as surplus property and advertise for sale on GovDeals.com" is enumerated, this consent item is thereby approved.

38. CONSIDERATION FOR STARKVILLE UTILITIES TO ENTER INTO A PIPELINE CROSSING CONTRACT AGREEMENT WITH KANSAS CITY SOUTHERN RAILWAY COMPANY FOR A SANITARY SEWER LINE CROSSING ASSOCIATED WITH THE OPERATIONS CENTER RENOVATION PROJECT.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the "approval for Starkville Utilities to enter into a Pipeline Crossing contract agreement with Kansas City Southern Railway Company for a sanitary sewer line crossing associated with the Operations Center Renovation project" is enumerated, this consent item is thereby approved.
Agreement follows this page.

39. CONSIDERATION TO ACCEPT THE LOWEST QUOTE FROM FALCON CONTRACTING CO., INC. FOR THE ASPHALT REPAIRS AT 801 RUSSELL STREET IN THE AMOUNT OF $7,000.00.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the "approval to accept the lowest quote from Falcon Contracting Co., Inc. for the asphalts repairs at 801 Russell Street in the amount of $7,000.00" is enumerated, this consent item is thereby approved.

Two quotes received: Falcon $7,000.00 and Murphree $11,275.00

40. CONSIDERATION FOR STARKVILLE UTILITIES TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT WITH SPRINGER ENGINEERING, INC. FOR ENGINEERING SERVICES FOR THE BABYLON ROAD SANITARY SEWER IMPROVEMENT PROJECT.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the "authorization for Starkville Utilities to enter into a professional service agreement with Springer Engineering, Inc for engineering services for the Babylon Road sanitary sewer improvement project" is enumerated, this consent item is thereby approved. Agreement follows the pipeline crossing agreement.

PIPELINE CROSSING CONTRACT (KCS Contract No. ________________)

THIS AGREEMENT is effective this June 29, 2021~~June 15, 2021~~ by and between **THE KANSAS CITY SOUTHERN RAILWAY COMPANY,** a Missouri corporation, called herein "Railway Company", and **STARKVILLE UTILITIES**, to be addressed at 200 N. Lafayette St., Starkville, Mississippi 39759, called herein "Licensee".

1. Railway Company, without any warranty or guarantee of suitability of the premises for Licensee's or any other purpose, hereby permits Licensee a license to construct, maintain, operate, use and remove a proposed sanitary sewer pipeline under Railway Company's tracks and right-of-way at Mile Post GG 75.86 (Louisville Subdivision) Starkville (Oktibbeha County), Mississippi, the course of the pipeline being described as follows:

> As indicated on print of drawing no. 20-13113 dated 05-17-2021, marked Exhibit "A", attached hereto and incorporated herein by reference.

The rights granted under this Agreement are subject to all outstanding superior rights whether or not of record (including those in favor of licensees and lessees of Railway Company's property, and others) and the right of Railway Company to renew and extend the same, and is made without covenant of title, or for quiet enjoyment. Railway Company does not warrant title and Licensee accepts the rights granted herein and shall make no claim against Railway Company for deficiency of title. Licensee acknowledges that the Railway Company's interest in the right-of-way varies from segment to segment and may include lesser interests than fee title. Licensee shall, at Licensee's sole cost and expense, obtain any and all necessary rights and consents from parties other than Railway Company which may have or claim any right, title or interest in the property upon which the Railway Company's right-of-way is located.

2. The carrier pipe shall consist of 2" x 100' PVC having a minimum wall thickness of 0.154" and a minimum yield point of 15,000 PSI and shall be encased in a 6" x 100' Steel having a minimum wall thickness of 0.28" and a minimum yield point of 35,000 PSI. Maximum operating pressure of the pipeline shall not be greater than 150 PSI. Licensee expressly agrees that its under-track installation shall be by directional drill method and that no boring or excavation shall occur within Railway Company's right-of-way, nor shall any boring occur in the track embankment. The angle of the pipeline crossing beneath Railway Company's property and tracks shall be no less than 90°.

Construction, maintenance, operation, use and removal of the pipeline shall not endanger the safety or condition of Railway Company's property in any way, or the operation of trains or cars, and the pipeline shall be laid at a minimum depth of 15.9' below the bottom of Railway Company's base of rail and at a minimum depth of 10.7' below ground level at all other points on the right-of-way. Excavations made on Railway Company's property shall be promptly refilled by Licensee, the earth well tamped, and the ground left in the same condition as before laying of the pipeline.

The pipeline shall be maintained so as to prevent the escape of its contents being conveyed. Connections or valves shall not be placed in the pipeline nearer than forty feet (40') from the center of Railway Company's nearest track. Further, the pipeline and its operation and use, shall comply with any and all applicable governmental laws, rules, and regulations. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a) (7), 60-250.5, 60-741.5, and 29 C.F. R. part 470, relating to equal employment opportunity, if applicable. If required by Railway Company, gates and check valves shall be placed in convenient locations. Licensee agrees that no hydrostatic pressure testing shall be allowed unless the carrier pipe has been encased in a steel casing meeting Railway Company and AREMA specifications.

Construction, maintenance, operation, use and removal of the pipeline shall not endanger the safety or condition of Railway Company's employees or property in any way, or the operation of trains or cars. The location of the pipeline shall be marked, with markers maintained and plainly visible at the right-of-way lines.

3. Licensee shall promptly make necessary repairs to the pipeline, and, in the event of Licensee's failure to do so, repairs may be made by Railway Company at Licensee's expense, which cost Licensee expressly agrees to pay upon presentation of the bill.

Should Railway Company at any time decide a change in the location or other changes in the pipeline are desirable, Licensee will at its cost make the changes at Railway Company's request within thirty (30) days after receipt of written notice from Railway Company, and, upon the failure of Licensee to do so, Railway Company may make such changes at Licensee's expense, which expense Licensee expressly agrees to pay upon receipt of the bill.

LICENSEE HEREBY ASSUMES ANY AND ALL RISKS ARISING OUT OF, INCIDENT TO, OR IN ANY WAY CONNECTED WITH THE CONSTRUCTION, MAINTENANCE, OPERATION, USE OR REMOVAL OF THE PIPELINE. IN CONSIDERATION OF THE PRIVILEGES HEREIN GRANTED, LICENSEE, TO THE FULLEST EXTENT PERMITTED BY LAW, EXPRESSLY AGREES TO INDEMNIFY AND SAVE HARMLESS RAILWAY COMPANY AND ANY OTHER RAILWAY COMPANIES OPERATING OVER OR USING THE TRACKS OF RAILWAY COMPANY, ITS OR THEIR OFFICERS, AGENTS, REPRESENTATIVES, CONTRACTORS, SERVANTS AND EMPLOYEES, SUCCESSORS AND ASSIGNS, AS THE CASE MAY BE, FROM AND AGAINST ANY AND ALL ACTIONS, PROCEEDINGS, CLAIMS, DEMANDS, LOSSES, OUTLAYS, DAMAGES, LIABILITIES AND EXPENSES (WHETHER ARISING IN OR BASED UPON TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) INCLUDING ATTORNEYS' FEES, WHICH MAY BE INCURRED ON ACCOUNT OF INJURY TO OR DEATH OF ANY PERSON WHOMSOEVER, OR LOSS OF OR DAMAGE TO ANY PROPERTY IN ANY WAY, DIRECTLY OR INDIRECTLY, RESULTING FROM, ARISING OUT OF, OR CONNECTED WITH THE CONSTRUCTION, MAINTENANCE, OPERATION, USE OR REMOVAL OF THE PIPELINE BY LICENSEE OR BY ANYONE ACTING IN ITS BEHALF, ITS OR THEIR, AS THE CASE MAY BE, EXERCISE OF OR PERFORMANCE OF OR ITS OR THEIR FAILURE TO EXERCISE OR PERFORM ANY OF THE RIGHTS, PRIVILEGES, DUTIES OR OBLIGATIONS GRANTED OR IMPOSED UNDER THE PROVISIONS OF THIS AGREEMENT.

4. It shall be the exclusive duty and responsibility of Licensee to inspect the property subject to this Agreement to make sure that it is safe for the entry of its employees, agents and contractors. Licensee shall advise all of its employees, agents and contractors entering the property of any safety hazards on the property, including, without limitation, the presence of moving vehicles, buried cables, tripping hazards and overhead wires. Licensee shall instruct all of its employees, agents and contractors entering the property that all persons, equipment and supplies must maintain a distance of at least twenty-five feet (25’) from the centerline of the track unless authorized by the on-site railroad flagman to be closer than twenty-five feet (25’). Licensee shall ensure that no personnel, equipment or supplies under its control are within the clearance point of the track when moving railroad equipment may be seen from or heard at the property subject to this Agreement. Finally, Licensee shall adopt, publish and enforce safety rules for its employees, agents and contractors that will be on Railway Company's right of way consistent with the requirements of this Section.

5. Rights herein granted are personal and may not be assigned without Railway Company's written consent. The provisions of this Agreement shall be binding upon the successors and permitted assigns of both parties.

6. Upon termination of this Agreement, Licensee shall fill pipeline with a suitable flow able fill material and seal (casings abandoned or replaced by new location work shall be backfilled by methods and materials as directed by the Engineer). The location of abandoned facilities shall be recorded and records maintained by the pipeline owner. Licensee shall restore the property to its original state. Upon failure of Licensee to fill the pipeline and restore the property to its original state, Railway Company may fill it and restore the property to its original state at Licensee's expense, which cost and expense Licensee agrees to pay.

7. Licensee shall not enter nor commence construction on or under Railway Company's property or right-of-way unless accompanied by a Railway Company qualified construction observer and flagger to oversee Licensee's work on Railway Company's property or right-of-way. Licensee will be responsible for all construction observer, flagging and mobilization costs, herein referred to as "Services", and arranging for these necessary Services associated with the installation. To enable arrangements to oversee for these Services that are to be performed under this Agreement, Licensee must submit a written scheduling request to Railway Company's Scheduling Agent, hereinafter referred to as "Scheduling Agent", which request is received by the Scheduling Agent for approved Railway Company qualified construction observer and flagging contractor a minimum of thirty (30) Business Days in advance before Licensee proposes to commence work on or under Railway Company's property or right-of-way. (A "Business Day" is any day Monday through Friday which is neither a federal holiday nor a state holiday at the address of Railway Company's scheduling agent stated below.) The request must contain Licensee's name, the date of this Agreement, the location of the work to be performed, and how many consecutive Business Days will be required for Licensee to complete the work. Licensee's request must be delivered to Scheduling Agent by contacting Bartlett & West at 785-228-3101 to leave a message and/or by sending an email to kcscrossings@bartwest.com**.**

Licensee will, upon receipt of an invoice from Scheduling Agent specifying in reasonable detail Scheduling Agent's costs and expenses of providing these Services, reimburse Scheduling Agent for all of their costs and expenses of providing an inspection, flagging and mobilization prior to installation.

Railway Company's designation of a company or individual as a Railway Company "qualified" flagger or flagger provider, or Scheduling Agent, shall be construed solely as Railway Company's willingness to allow said individual or entity to provide Services on Railway Company's property or right-of-way without further proof of qualification, and shall not be construed as an endorsement or other verification of the abilities or qualifications of said Scheduling Agent by Railway Company. All flaggers or Scheduling Agents provided herein shall be treated solely as independent contractors of Licensee, with no relationship to Railway Company, for all purposes herein. Licensee and its agents, employees and contractors will clear the tracks when directed to do so by the flagger. The presence of the flagger will not relieve Licensee of its duty to keep all of its agents, employees and contractors clear of the tracks when trains are in dangerous proximity to the licensed area. The actions or inactions of the flagger shall be construed for all purposes herein as the actions or inactions of the Licensee, and shall be governed by Licensee's duties of indemnification, and saving harmless under Section 3 of this Agreement.

If Licensee's scheduling request fails to reach Scheduling Agent at least thirty (30) Business Days before Licensee's proposed commencement of work, Railway Company may refuse to allow commencement of the work on the Licensee's proposed commencement date. If Railway Company will not allow the work to proceed on Licensee's proposed commencement date because the scheduling request did not reach Scheduling Agent in time, Railway Company will inform Licensee of this fact as promptly as possible and work with Licensee to arrange an alternative commencement date for the work.

The construction observer and flagger will remain at the site on a reasonably continuous basis to oversee the work, and charges will accrue for each day spent awaiting the completion of the work and the installation of appropriate signs marking where Licensee's facilities enter and leave Railway Company's property and right-of-way. If installation takes longer than contracted for with Scheduling Agent, Licensee will, upon receipt of an invoice from Scheduling Agent specifying in reasonable detail Scheduling Agent's costs and expenses of providing the inspection, flagging and mobilization, reimburse Scheduling Agent for all of Scheduling Agent's costs and expenses of providing an inspector, flagger and mobilization.

Once Licensee has submitted its scheduling request to Scheduling Agent, should Licensee require a change to the scheduled date, Licensee shall provide Scheduling Agent at least two (2) Business Days' notice prior to the requested start date of the work. If Licensee fails to provide two (2) Business Days' notice of the change, Licensee shall be charged, and agrees to pay, the daily rate, and any travel costs actually incurred, for the construction observer, flagging and mobilization for one (1) day.

8. Licensee agrees to pay to Railway Company for the use of Railway Company's right-of-way and the privilege hereby granted, such use and privilege being expressly limited to the facilities described in Section 1 above, the one-time sum of NINE THOUSAND THREE HUNDRED SEVENTY FIVE AND NO/100 DOLLARS ($9,375.00) upon execution of this Agreement. Licensee shall pay Railway Company an additional license fee, set in accordance with Railway Company's then current fee schedule, for any additional pipelines, wires or facilities permitted by Railway Company and associated with the crossing.

9. The term of this Agreement shall be for a period of ten (10) years, beginning on the date first written above, and will automatically renew at the end of the initial ten (10) year term for additional one (1) year periods until cancelled by either party upon thirty (30) days advance notice. Notwithstanding the above, either party may terminate this Agreement at any time upon thirty (30) days written notice.

10. Environmental Protection: Licensee shall not permit hazardous waste, hazardous substances or hazardous materials (as those terms are defined in any federal, state or local law, rule, regulation or ordinance) on or in the area covered by this Agreement without the written consent of Railway Company.

Licensee shall at all times keep the area covered by this Agreement in a safe, clean and sanitary condition, and shall not mutilate, damage, misuse, alter or permit waste therein. Should any discharge, leakage, spillage or emission of any hazardous waste, hazardous substance or hazardous material or pollution of any kind occur upon, in, into, under or from the area covered by this Agreement due to Licensee's use and occupancy thereof, Licensee, at its sole cost and expense, shall clean all property affected thereby, to the satisfaction of Railway Company and any governmental body having jurisdiction thereover.

Licensee shall comply with all applicable ordinances, rules, regulations, requirements and laws whatsoever including (by way of illustration only and not by way of limitation) any governmental authority or court controlling environmental standards and conditions on the premises and shall furnish satisfactory evidence of such compliance upon request by Railway Company. **IF, AS A RESULT OF LICENSEE'S OPERATION HEREUNDER, ANY SUCH ORDINANCE, RULE, REGULATION, REQUIREMENT, DECREE, CONSENT DECREE, JUDGMENT, PERMIT OR LAW IS VIOLATED, OR IF, AS A RESULT OF ANY ACTION BY LICENSEE, ANY HAZARDOUS OR TOXIC WASTE, MATERIALS OR SUBSTANCES SHOULD ENTER OR OTHERWISE AFFECT ANY PART OF THE AREA COVERED BY THIS AGREEMENT (INCLUDING SURFACE, SUBSURFACE, AIRBORNE AND/OR GROUND CONTAMINATION), TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL INDEMNIFY AND SAVE HARMLESS RAILWAY COMPANY FROM AND AGAINST ANY PENALTIES, FINES, COSTS, RESPONSE, REMEDIAL, REMOVAL AND CLEAN-UP COSTS, CORRECTIVE ACTION, NATURAL RESOURCE DAMAGE AND DAMAGES AND EXPENSES OF ANY OTHER NATURE WHATSOEVER, INCLUDING LEGAL FEES AND COURT COSTS, IMPOSED UPON OR INCURRED BY RAILWAY COMPANY, CAUSED BY, RESULTING FROM OR IN CONNECTION WITH SUCH VIOLATION OR VIOLATIONS.**

FOR THE PURPOSES OF THIS ENVIRONMENTAL PROTECTION SECTION, LICENSEE AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND SAVE HARMLESS RAILWAY COMPANY FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, LIABILITY, RESPONSIBILITY AND CAUSES OF ACTION (WHETHER ARISING IN OR OUT OF TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) ASSERTED AGAINST THEM FOR DEATH, INJURY, LOSS OR DAMAGE RESULTING TO RAILWAY COMPANY'S EMPLOYEES OR PROPERTY, OR TO LICENSEE OR LICENSEE'S EMPLOYEES OR PROPERTY, OR TO ANY OTHER PERSONS OR THEIR PROPERTY, AND FOR ALL PENALTIES, FINES, COSTS, RESPONSE, REMOVAL, REMEDIAL AND CLEAN UP COSTS, CORRECTIVE ACTION, NATURAL RESOURCE DAMAGE AND DAMAGES AND EXPENSES OF ANY OTHER NATURE WHATSOEVER, INCLUDING LEGAL FEES AND COURT COSTS, ARISING FROM, RELATED TO OR HAPPENING IN CONNECTION WITH THE USE OF THE AREA COVERED BY THIS AGREEMENT BY LICENSEE AND ITS AGENTS, REPRESENTATIVES, SERVANTS, EMPLOYEES AND CONTRACTORS.

FOR THE PURPOSES OF THIS ENVIRONMENTAL PROTECTION SECTION, LICENSEE FURTHER AGREES THAT ITS OBLIGATION OF INDEMNIFICATION AND SAVING HARMLESS HEREUNDER SHALL BE STRICT AND ABSOLUTE AND SHALL REMAIN IN FULL EFFECT IRRESPECTIVE OF ANY NEGLIGENCE ON THE PART OF RAILWAY COMPANY.

11. So long as this Agreement is in effect Licensee agrees to maintain comprehensive general liability and contractual liability insurance with minimum limits of two million dollars ($2,000,000.00) per occurrence, four million dollars ($4,000,000.00) aggregate. Licensee shall provide automobile liability coverage in the amount of one million dollars ($1,000,000.00) combined single limit. In addition, Licensee shall provide or require minimum statutory worker's compensation coverage for all covered employees who are on Railway Company's property. Licensee must also provide a Railroad Protective Liability Insurance policy naming the Railway Company as the Named Insured with coverage limits of at least two million dollars ($2,000,000.00) per occurrence and six million dollars ($6,000,000.00) aggregate. The original Railroad Protective Liability policy shall be promptly furnished to Railway Company. Each policy must be issued by financially reputable insurers licensed to do business in all jurisdictions where work is performed during the term of the Agreement. A certificate of insurance will be provided to Railway Company by Licensee, reasonably satisfactory to Railway Company in form and content, evidencing that all required coverage is in force and have been endorsed to provide that no policy will be canceled or materially altered without first giving the Railway Company thirty (30) day's prior written notice. Commercial general liability policy will name Railway Company as an additional insured and, to the fullest extent allowed under law, will contain a waiver of subrogation in favor of Railway Company. All policies will be primary to any insurance or self-insurance the Railway Company may maintain for acts or omissions of Licensee or anyone for whom Licensee is responsible. Any deductible or self-insured retention on the required insurance shall be the responsibility of Licensee. Licensee will include copies of relevant endorsements or policy provisions with the required certificate of insurance. Nothing contained in this Section limits Licensee's liability to the Railway Company to the limits of insurance certified or carried by Licensee. If Licensee utilizes subcontractors in performance of this Agreement, the subcontractors must meet the same insurance requirements as the Licensee. If a subcontractor does not meet the coverage requirements of this Section, subcontractor must either supplement the deficient areas of coverage or Licensee must certify that Licensee has acquired sufficient coverage to supplement the deficiency of subcontractor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their authorized representatives as of the date first above written.

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

By: ______________________________
Steve Raiche

Title: AVP Construction and Engineering

Date: ______________________________

STARKVILLE UTILITIES

By: ______________________________

Title: ______________________________

Date: ______________________________

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of July 6, 2021 ("Effective Date") between

Starkville Utilities ("Owner")

and Springer Engineering, Inc. ("Engineer")

Engineer agrees to provide the services described below to Owner for Babylon Rd. Sewer Addition ("Project").

Description of Engineer's Services: PREPARE PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS FOR THE PROJECT. OVERSEE THE CONSTRUCTION OF THE PROJECT

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 45 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 45 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional;

or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

APPENDIX I

Engineering Services Proposal (2 pages)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

By: [signature]

Title: Mayor

Date Signed: 7-6-2021

ENGINEER:

By: [signature] Holland Cox, PE, PLS

Title: President

Date Signed: 7/2/2021

License or Certificate No. and State PE 15931

Mississippi

Address for giving notices:

Address for giving notices:

Springer Engineering, Inc.

206 Old West Point Road

Starkville, Mississippi 39759

SPRINGER
ENGINEERING, INC.
206 Old West Point Rd.
Starkville, MS 39759
PHONE 662-323-2296
SPRINGERMS@BELLSOUTH.NET

July 2, 2021

Starkville Utilities
ATTN: Terry Kemp, PE
200 North Lafayette Street
Starkville, Mississippi 39759

RE: PROPOSAL FOR CIVIL ENGINEERING SERVICES FOR SANITARY SEWER ADDITION – BABYLON ROAD STARKVILLE, MISSISSIPPI

Dear Mr. Kemp:

Your selection of Springer Engineering to perform the professional services on the project captioned above is appreciated. Having examined the information forwarded by your office and having discussed the scope of work with you, we offer to furnish the following items for the lump sum fees stipulated below.

Preparation of:

1.	Engineering	$ 44,407.00
2.	Project Inspection	$ 22,666.00
3.	Survey	$ 6,000.00
	TOTAL	**$ 73,073.00**

I trust that this proposal meets your needs and is within your budget. However, should you have any questions concerning this submittal, the opportunity to address same will be appreciated.

Very truly yours,

Holland Cox, P.E.
SPRINGER ENGINEERING, INC.

HC/rr

I trust that this proposal meets your needs and is within your budget. However, should you have any questions concerning this submittal, the opportunity to address same will be appreciated.

Very truly yours,

Holland Cox

Holland Cox, P.E.
SPRINGER ENGINEERING, INC.

HC/rr

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:
Mayor Spruill thanked Jeffery Simmons for holding his football camp in Starkville the previous weekend. Approximately 450 youth attended the event. She also thanked and acknowledged Alderman Perkins for his service as he begins his eighth term. Aldermen Rupp and Brooks were welcomed to the Board.

Mayor Spruill congratulated the Mississippi State University Baseball Team on their National Championship. She read a Proclamation on behalf of the City. That Proclamation follows this page.

BOARD OF ALDERMEN COMMENTS:
Alderman Carver encouraged all citizens to consider serving on the various boards and committees throughout the City. He also thanked all the Department Directors for their service.
Alderman Sistrunk noted there are many volunteer opportunities throughout Starkville and citizens are encouraged to serve when and where they can.
Alderman Rupp thanked previous Alderman Little for encouraging him to run for office and for the ward 3 constituents that placed their trust in him.
Alderman Brooks noted that while the Board may not always agree, he could already tell they have the well-being of the City in mind and the best intentions for positive growth.
Alderman Beatty congratulated the Mayor on her second term and noted he looked forward to this term.
Alderman Perkins noted he was grateful to be elected to an eighth term as Alderman and his fourth term as Mayor Pro-Tempore.
Alderman Vaughn thanked ward 7 as well as the Starkville citizens for their trust and support.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, asked for an explanation of the truancy section of the curfew Ordinance. He also asked that Main Street be looked at for uneven sidewalks and cracks in pavement.
Annie Kelly stated that she attended the June 25 special meeting on scooters and asked that the City work with the Bird Scooter Company to keep these in the area for citizens to use.

PUBLIC APPEARANCE: OKTIBBEHA COUNTY HUMANE SOCIETY – RICK WELCH

Director Rick Welch and Treasurer Donna Reese of the Oktibbeha County Humane Society, discussed the humane society and their programs. They invited anyone wishing to tour the facilities to schedule a tour. They discussed the increasing costs of running the programs. Currently the City contributes $125,000 and the County $35,000. A copy of their presentation follows the MSU Baseball Proclamation.

PUBLIC HEARING: None

PROCLAMATION FROM THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE RECOGNIZING THE MISSISSIPPI STATE UNIVERSITY BULLDOGS BASEBALL TEAM AS THE 2021 COLLEGE WORLD SERIES NATIONAL CHAMPIONS

WHEREAS, The City of Starkville, Mayor D. Lynn Spruill and the Board of Aldermen, do hereby officially recognize the Mississippi State University Baseball team and Coach Chris Lemonis and Staff on their victorious win 9-0 against Vanderbilt on June 30, 2021 in Omaha, NE; and

WHEREAS, the Bulldogs made it to the College World Series 11 times before this season setting the stage for the triumph that was claimed on June 30, 2021 when the bulldogs defeated the Vanderbilt Commodores earning their first national championship title and cementing Omaha as Dudy Noble North; and

WHEREAS, MSU, though outstanding in so many sports, had never won a national championship in its long and storied athletic history…in any sport…..

WHEREAS, this championship was made possible through a great history resting on the shoulders of those visionaries and athletes coming before them, the great athletic skills and perseverance of this amazing team and the outstanding coaching ability of Coach Chris Lemonis and his staff; and

WHEREAS, this win is one for the record books and from which legends are made, statues erected and time stands still.

NOW THEREFORE, AS MAYOR OF THE CITY OF STARKVILLE, I, Lynn Spruill, do hereby congratulate the Mississippi State University Diamond Dogs Baseball team, Coach Chris Lemonis, and the coaching staff, on their 2021 season and proclaim that June 30, 2021 is DIAMOND DAWG DAY in the City of Starkville and Starkvegas to be remembered and celebrated henceforth by all Starkvillians, MSU Alumni and everyone who loves Maroon and White. Hail State!

THIS I PROCLAIM AND PLACE THE SEAL OF THE CITY OF STARKVILLE THIS DAY, JULY 2, 2021.

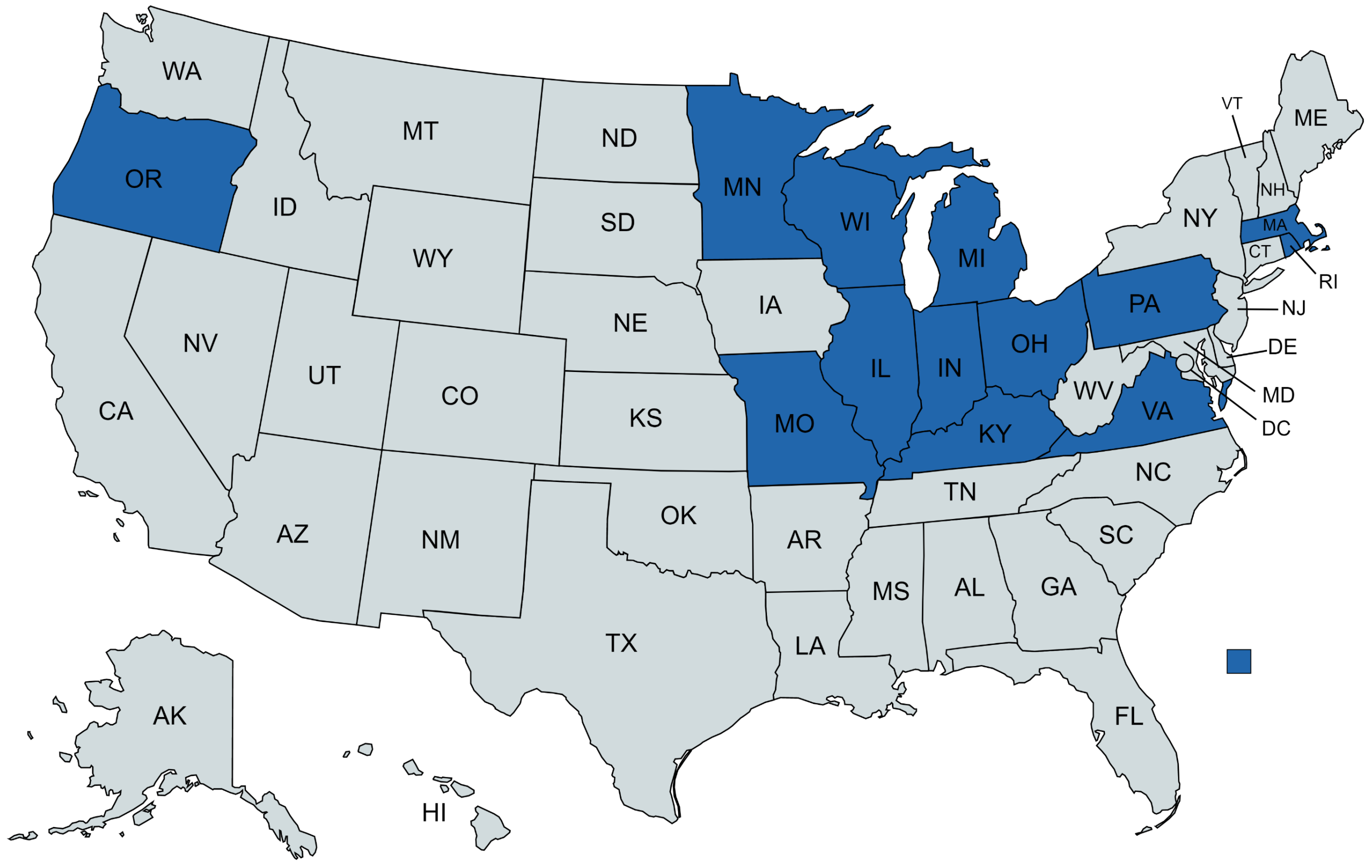
D. Lynn Spruill, Mayor
City of Starkville, Mississippi

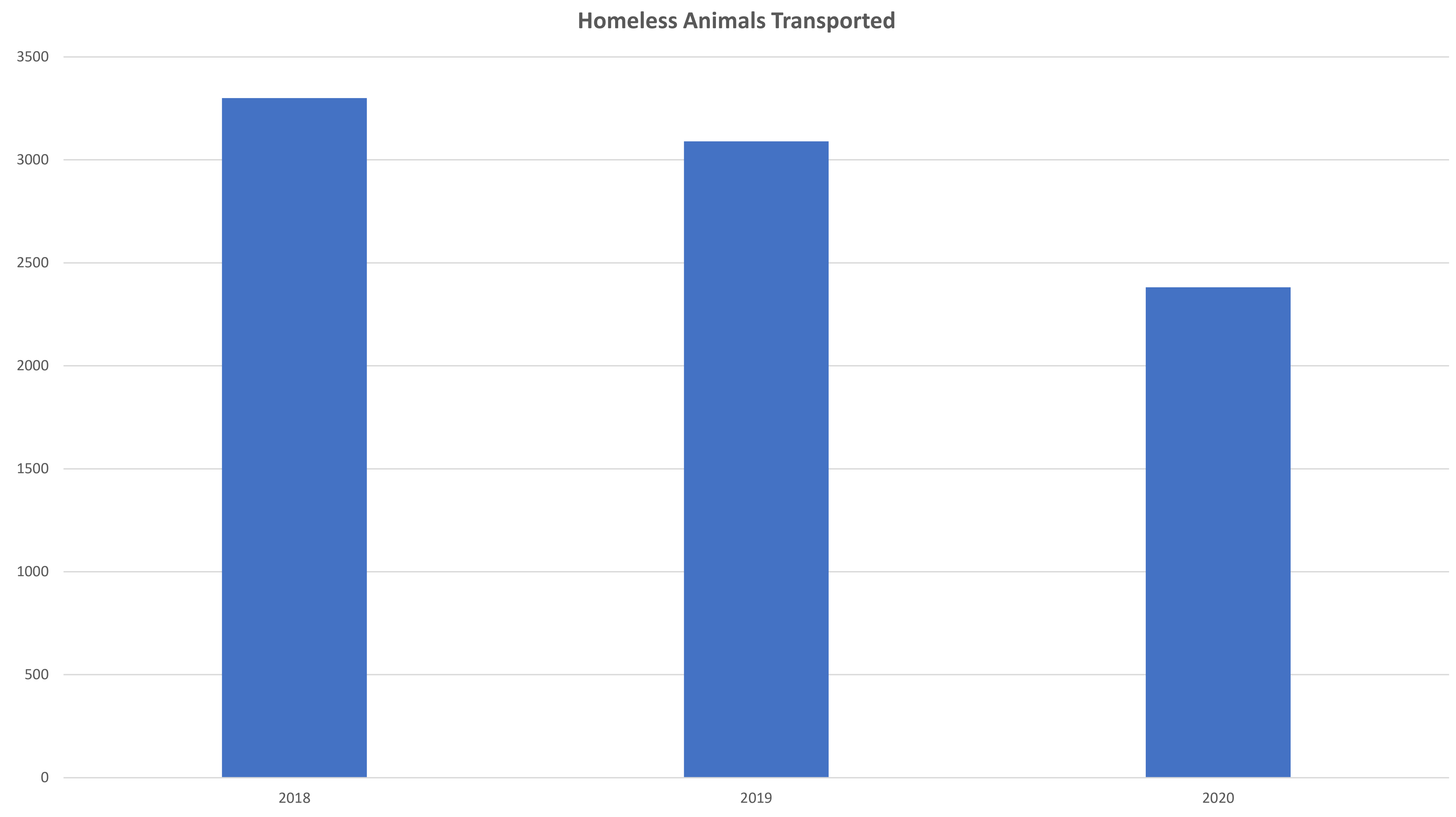
About OCHS

- Based on the belief that the community has the responsibility to treat animals humanely.
- Mission: promote domestic animal welfare
- Primary Programs:
  - **Operate the City of Starkville Animal Shelter**
  - Provide humane education
  - Advocate for and facilitate spay/neuter
  - Operate the OCHS Express, regional animal relocation program

Year 1, Litter 1
Total: 6 cats
Year 1, Litter 2
Total: 26 cats
Year 2, Litter 3
Total: 126 cats
Year 2, Litter 4
Total: 626 cats

Selected Local Partners
Starkville Animal Shelter
Amory Humane Society
Animal Relief & Rescue Fellowship (ARRF)
Chicot County Humane Society (AR)
Columbus-Lowndes Humane Society
Grassroots Animal Rescue
Lauderdale County Animal Control
Louisville Animal Shelter
Monroe County Dogs
Peaceful Pups
Small Mercies Animal Rescue
Sweet Paws Rescue Mississippi
Tatu Animal Rescue
Tunica Humane Society
Tupelo-Lee Humane Society
Webster County
West Point-Clay County Animal Shelter




Homeless Animals Transported
3500
3000
2500
2000
1500
1000
500
0
2018
2019
2020

LIFESAVING PERCENTAGE 94.5%!!!!!!!!!!

INTAKES

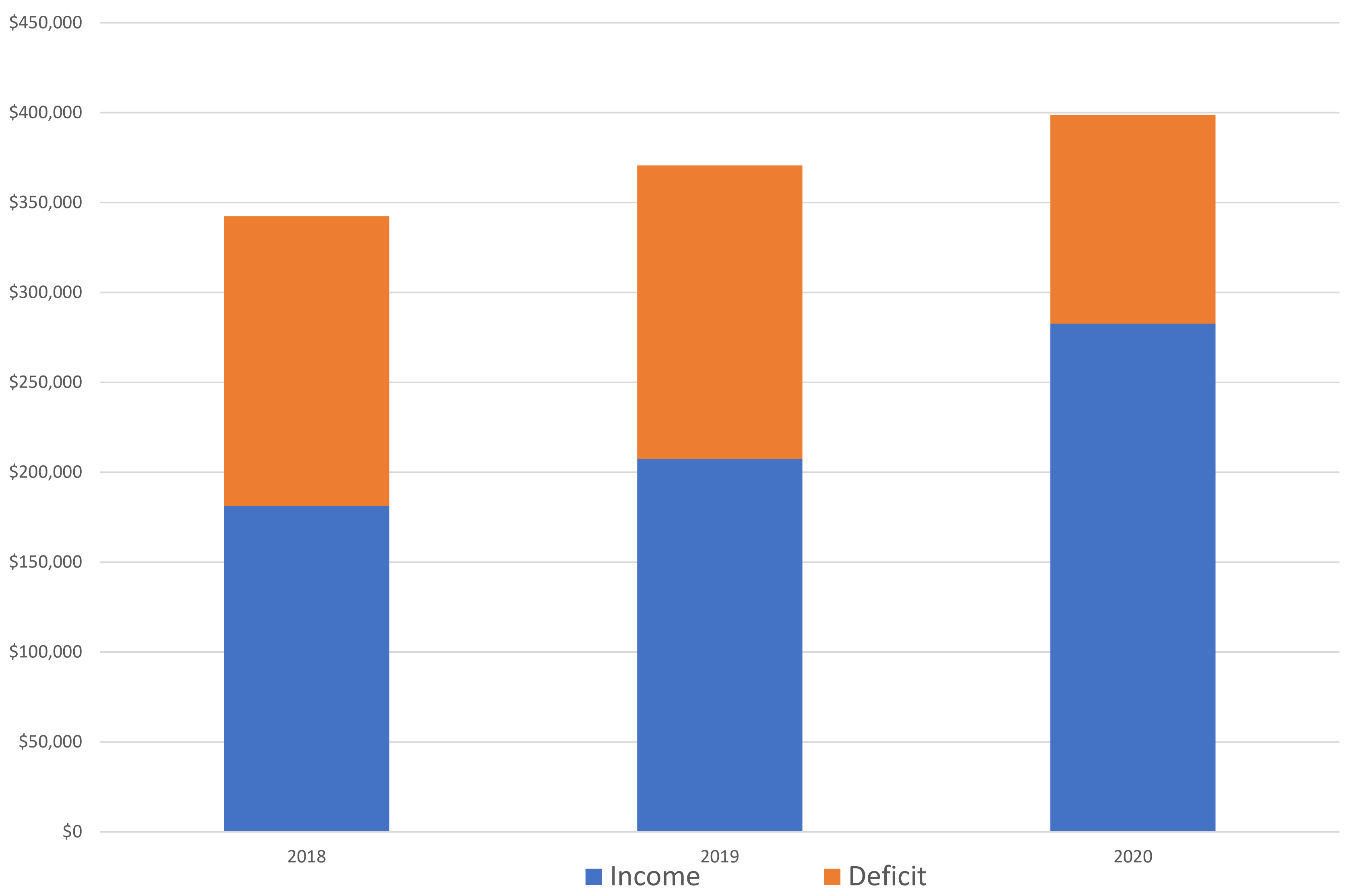
	SURRENDERED BY OWNERS	RETURNED ADOPTIONS	STRAYS & PETS SEIZED BY LAW ENFORCEMENT	TRANSFERRED IN FROM PARTNER ORGANIZATION	TOTALS
CATS	269	19	504	295	1,087
DOGS	434	30	610	1,325	2,399
OTHER	13	0	2	0	15*
TOTALS	716	49	1,116	1,625	3,501

OUTCOMES

	ADOPTIONS	RETURNED TO OWNERS	TRANSFERRED OUT TO PARTNER ORGANIZATION	TOTALS
CATS	437	17	501	955
DOGS	304	116	1,920	2,340
OTHER	11	3	1	15*
TOTALS	752	136	2,422	3,310

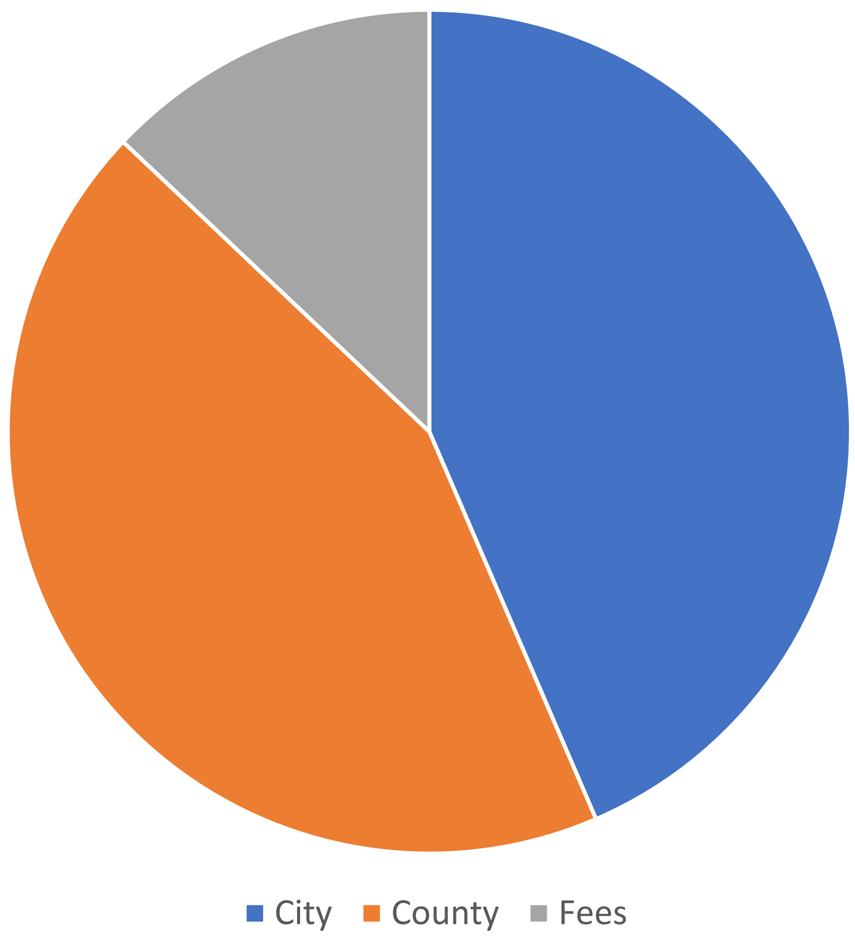
** Other includes 11 guinea pigs, 1 hamster, 1 goat, 1 pig, and 1 rabbit*

Historic Budgets



FY22 Funding Request

- Anticipated Shelter Budget: $425,000
- Anticipated Shelter Income: $55,000
- City Budget Request: $185,000
- County Budget Request: $185,000



41. CONSIDERATION OF AN AGREEMENT WITH BIRD SCOOTER COMPANY REGARDING OPERATIONS IN THE CITY OF STARKVILLE.

City Attorney Chris Latimer presented highlights of the proposed agreement with Bird Scooter.
Adam Blau with Bird Scooters was present for questions.

Following discussion, Alderman Perkins offered a motion to approve the agreement as drafted by Attorney Latimer with full indemnification. Mayor Spruill called for a second to the motion. The motion died for lack of a second.

Alderman Sistrunk, duly seconded by Alderman Vaughn, offered a motion to enter into the Agreement with Bird Scooter Company with the clause noting “willful misconduct” included as to Indemnification and Release.
A copy of the agreement follows this page.

The Board voted as follows:

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

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

42. CONSIDERATION OF CALLING FOR A PUBLIC HEARING FOR AN ORDINANCE TO REGULATE E-SCOOTERS AND ESTABLISH THE REQUIREMENTS AND REGULATIONS FOR USE WITHIN THE CITY LIMITS OF THE CITY OF STARKVILLE.

Alderman Brooks, duly seconded by Alderman Carver, offered a motion calling for a public hearing for an Ordinance to regulate e-scooters and establish the requirements and regulations for use within the city limits of the City of Starkville. The Board voted as follows:

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

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

Agreement

This Agreement is entered into on July 6, 2021, by and between the City of Starkville, Mississippi (hereafter "Starkville") and Bird Rides, Inc. (hereafter "Bird") to allow Bird to provide services within the jurisdictional limits of Starkville only under the following terms, conditions, and limitations. This agreement shall remain in effect unless terminated as set forth below.

1) **Scope**: This Agreement and its terms shall apply to Bird's deployment and the use of its Stand-up electric scooter sharing system within Starkville's jurisdictional boundaries.

2) **Age**: Users of Bird Stand-up electric scooters shall be 18 years or older.

3) **Restrictions**: Bird Stand-up electric scooters shall be geo-fenced from any Starkville street with a speed limit of 35mph or higher, thus making the scooters inoperable on such streets except for merely crossing them, unless the streets have designated bike lanes and/or multi-purpose paths. The scooters shall be staged and kept in a manner so as not to block Starkville's sidewalks, multi-use paths, or other public rights-of-way for pedestrian, bicycle, or vehicular traffic. Bird shall track its scooters left on Starkville's sidewalks, multi-use paths, or other public rights-of-way to prohibit such placement. Bird Stand-up electric scooters shall be capped at a speed not to exceed 15mph.

4) **Contact Information**: Bird shall provide easily visible contact information, including toll-free phone number and/or e-mail address on each Stand-up electric scooter for members of the public to make relocation requests or to report other issues with devices.

5) **Hours of Operation**: Stand-up electric scooters will be made available to rent only from 4 a.m. to 11p.m. (local time)

6) **Safety Education**: Bird shall provide materials, videos, and signage to promote safe riding and educate riders on rider responsibilities and encourage safe and courteous riding and parking.

7) **Data Sharing**: Bird shall provide data to Starkville as necessary to assist with monitoring program usage.

8) **Indemnification:** Bird shall indemnify, hold harmless, and defend Starkville, and its officers, agents, employees and volunteers, from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the use of Bird Stand-up electric scooters within the jurisdictional limits of Starkville, except that such indemnity shall not apply in the case of claims, losses, damages, causes of action, suits, or liability arising in whole or in part from the willful misconduct of the City, or its officers, agents, employees or volunteers. This indemnification provision shall survive the termination of this Agreement. Starkville's right to indemnification shall be contingent on Starkville notifying Bird promptly following receipt or notice of any claim. Bird shall have sole control of any defense. Starkville shall not consent to the entry of a judgment or enter any settlement without the prior written consent of Bird.

9) **Release:** Bird releases, relinquishes and discharges Starkville, its officers, agents, employees and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with the use of Bird Stand-up electric scooters in the jurisdictional limits of Starkville, whether or not said claims, demands, or causes of action are covered in whole or in part by insurance, except that the foregoing release shall not apply in the case of claims, losses, damages, causes of action, suits or liability arising in whole or in part from the willful misconduct of the City, or its officers, agents, employees or volunteers..

10) **Insurance:** Bird shall provide Starkville with proof of insurance coverage for injuries to persons or damages to property that may arise from or in connection with the operation of Stand-up electric scooters. Such coverage shall include: (a) Commercial General Liability insurance coverage with a limit of no less than $1,000,000.00 each occurrence and $5,000,000.00 aggregate; (b) Automobile Insurance coverage with a limit of no less than $1,000,000.00 each occurrence and $1,000,000.00 aggregate; and (c) where Bird employs persons within the Starkville, Workers' Compensation coverage of no less than the statutory requirement. This insurance must name Starkville as an additional insured under the policy and contain a waiver of subrogation in favor Starkville. Only insurance carriers licensed and authorized to do business in the state of Mississippi will be accepted. Bird's insurance coverage shall be primary insurance with respect to Starkville, its officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by Starkville, its officials, agents, employees, or volunteers shall be considered secondary and in excess of Bird's insurance & shall not contribute to it.

11) **Notices:** All notices and communications to Starkville from Bird shall be made in writing (includes electronic communications) and sent to the Mayor of Starkville at the following address: Mayor D. Lynn Spruill, 110 West Main Street, Starkville, Mississippi, 39759; l.spruill@cityofstarkville.org. Should this agreement extend beyond the current mayoral term, this notice provision shall be updated to include the name and email address of the current Mayor of Starkville.

12) **Termination:** Either party may terminate this Agreement with cause, effective immediately, for a violation of any provision contained herein. Either party may terminate this Agreement without cause upon (30) days prior written notice.

13) **Independent Contractor:** In carrying out their responsibilities, the parties shall remain independent contractors, and nothing herein shall be interpreted or intended to create a partnership, joint venture, employment, agency, franchise or other form of agreement or relationship.

14) **Logistics Providers:** The parties acknowledge that Bird may utilize independent business logistics providers to facilitate local operations. Bird's use of these logistics providers does not constitute a transfer or assignment of this Agreement, and Bird remains responsible for all obligations and requirements under this Agreement. Bird shall not transfer or assign this Agreement without the prior written consent of Starkville.

15) **Choice of Law and Venue:** This agreement shall be governed by and construed in accordance with the laws of the State of Mississippi. The parties agree that performance and all matters related thereto shall be in Oktibbeha County, Mississippi. Any dispute related to the Agreement shall be brought in the Circuit Court of Oktibbeha County, Mississippi or the United States District Court for the Northern District of Mississippi, Aberdeen Division, consistent with proper subject matter jurisdiction.

16) **Licensing Fee:** Bird shall provide Starkville with a licensing fee of $0.10/ride to be paid quarterly. Bird shall also obtain and maintain an annual business privilege license from the City.

17) **Entire Agreement:** This Agreement contains the entire agreement between the parties. There are no other written or oral agreements, contracts, or understandings between the parties.

18) **No Waiver**: No waiver or deferral by either party of any term or condition of this Agreement shall be deemed or construed to be a waiver or deferral of any other term or condition or to be a subsequent waiver or deferral of the same term or condition.

19) **Amendment**: Any amendment to this Agreement must be done in writing and agreed upon by the parties.

20) **Authority**: The parties state that they have read the terms of this Agreement and agree to the terms and conditions contained herein. The parties have taken all steps necessary for execution of this Agreement and are hereby duly authorized to execute same.

City of Starkville, Mississippi

Signed By:

Signature: [signature]
Print Name: D. Lynn Spruill
Title: Mayor
Email: l.spruill@cityofstarkville.org

Bird Rides, Inc.

DocuSigned by:
Signature: Austin Marshburn
62AE7E7A40...
Print Name: Austin Marshburn
Title: Head of City & University Partnerships
Email: birdlegal@bird.co

1243334

43. CONSIDERATION OF A RESOLUTION APPOINTING A 2021 VOTING DELEGATE AND AN ALTERNATE VOTING DELEGATE TO THE 2021 MISSISSIPPI MUNICIPAL LEAGUE CONFERENCE.

Alderman Rupp, duly seconded by Alderman Carver, offered a motion to appoint Alderman Henry Vaughn as Starkville's 2021 MML voting delegate and Alderman Carver as the alternate delegate. The Board voted as follows:

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

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

RESOLUTION

RESOLUTION APPOINTING MISSISSIPPI MUNICIPAL LEAGUE 2021 VOTING DELEGATES FOR THE CITY OF STARKVILLE, MS

WHEREAS, the Mississippi Municipal League amended the bylaws of the association to provide for a ballot election, to be conducted by the officers of the Mississippi Municipal Clerks and Collectors Association, to be held each year at the summer convention, to elect a Second Vice President from the Southern District; and

WHEREAS, the amended bylaws require the Board of Aldermen to designate in its minutes the voting delegate and one alternate to cast the vote for each member municipality.

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

In accordance with the bylaws of the Mississippi Municipal League, the voting delegate(s) for the 2021 Mississippi Municipal League election to be held at the annual convention on July 27th, with a run-off (if necessary) on July 28th, 2021 are as follows:

Voting Delegate: Alderman Henry Vaughn, Sr.
First Alternate: Alderman Ben Carver

That public interest and necessity requiring same, this Resolution shall become effective upon passage.
The above and foregoing Resolution, after having been first reduced to writing, was introduced by Alderman Jeffery Rupp, seconded by Alderman Mike Brooks, and was adopted by the following vote, to-wit:

Alderman Ben Carver:	yea
Alderman Sandra Sistrunk:	yea
Alderman Jeffrey Rupp:	yea
Alderman Mike Brooks:	yea
Alderman Hamp Beatty:	yea
Alderman Roy A'. Perkins:	yea
Alderman Henry Vaughn:	yea

The Mayor thereby declared the motion carried and the Resolution adopted, this the 6th day of July, 2021.

APPROVED: ______________________
D. Lynn Spruill, Mayor
City of Starkville, MS

ATTEST: Lesa Hardin
Lesa Hardin, City Clerk / CFO

44. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of June 29, 2021 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 Jeffrey Rupp Voted: Yea
Alderman Mike Brooks Voted: Yea
Alderman Hamp Beatty Voted: Yea
Alderman Roy A'. Perkins Voted: Nay
Alderman Henry Vaughn, Sr. Voted: Nay

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

General Fund	001	$ 416,483.65
Restricted Police Fund	002	60.08
Airport Fund	015	10,247.12
Restricted Airport	016	7,395.08
Sanitation	022	62,812.65
Industrial Park Bond	303	6,144.00
Linkage TAP Project	310	28,031.88
Public Improv Bonds 2018	319	29,397.28
BUILD Grant	377	345,461.31
Park Bond - 2020	380	925,175.30
Trust and Agency	610	25,505.17
Econ Dev, Tourism, Conv	630	117,973,43
Sub Total Before Utilities		$ 1,974,686.95
Utilities Dept.	SED	544,202.90
Total Claims	Total	$ 2,518,889.85

45. CONSIDERATION OF AUTHORIZATION TO ACCEPT THE LOWER BID FROM GREGORY CONSTRUCTION FOR SPORTSPLEX PARKING LOT BASE BID WITH ALTERNATES B2.1 CONCRETE WORK, B2.4 SIDEWALK CONNECTOR TO LYNN LANE, B2.6 LIGHTING SYSTEM FOR A TOTAL OF $851,300 AND LOWER BID OF SPORTS CONTRACTORS UNLIMITED FOR THE ARTIFICIAL FIELD AT THE SPORTSPLEX WITH ALTERNATES A2.1 AND A2.3 FOR A TOTAL OF $1,308,000.

Alderman Vaughn, duly seconded by Alderman Sistrunk, offered a motion to accept the lowest and best bid from Gregory Construction for Sportsplex Parking Lot base bid with alternates B2.1 Concrete work, B2.4 Sidewalk Connector to Lynn Lane, B2.6 Lighting System for a total of $851,300 and lowest and best bid of Sports Contractors Unlimited for the artificial field at the Sportsplex with alternates A2.1 and A2.3 for a total of $1,308,000. The Board voted as follows:

Alderman Ben Carver Voted: Yea
Alderman Sandra Sistrunk Voted: Yea
Alderman Jeffrey Rupp Voted: Yea
Alderman Mike Brooks Voted: Yea

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

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

Two Bids Received:
Sports Contractors Unlimited
- Base Bid: $1,231,9000.00
- Alternate A2.1 Shade Structure: $21,500.00
- Alternate A2.3 Vertex Prime Turf with cooling composite: $54,600.00

Gregory Construction
- Base Bid: $511,000.00
- Alternate B2.1 Concrete Work: $99,800
- Alternate B2.4 Sidewalk Connections to Travis Outlaw Center: $52,300.00
- Alternate B2.5 Road Connector to Lynn Lane: $96,400.00
- Alternate B2.1 Lighting System: $91,800.000

46. A MOTION TO ENTER INTO A CLOSED SESSION TO DETERMINE IF THERE IS PROPER CAUSE FOR EXECUTIVE SESSION.

There came for consideration the matter of entering a closed session to determine if there is a proper cause for executive session. Upon the motion of Alderman Vaughn, seconded by Alderman Rupp, to enter into a Closed Session to determine if there is proper cause for Executive Session, the Board voted as follows:

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

Having received a majority affirmative vote, the Mayor declared the motion passed.
The Board entered closed session.

47. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Beatty offered a motion to enter Executive Session for the purpose of the discussion of a potential sale of land and the potential conveyance of a permanent easement. Following a second by Alderman Carver, the Board voted as follows to enter Executive Session:

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

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

The Mayor invited the public back in, and after allowing the public time to enter the room, made the announcement of the Board's decision to enter into Executive Session for the purpose of discussing a potential sale of land and the conveyance of a potential permanent easement. At this time, the Board entered Executive Session.

48. CONSIDERATION OF A MOTION TO RETURN TO OPEN SESSION.

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

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

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

The Mayor invited the public back in and then announced that the Board had taken action in Executive Session.

49. A MOTION GRANTING A 60FT PERMANENT EASEMENT TO BOOTH FAMILY, LLC

Alderman Sistrunk offered a motion granting a 60ft permanent easement for the purpose of ingress and egress to Booth Family, LLC located in the Southwest 1/4 of the Southeast 1/4, Section 8, Township 18 North, Range 14 East, and more particularly described on the Permanent Easement and survey associated herewith, in exchange for $573.50, the fair market value of the easement as determined by the average of two appraisals pursuant to Miss. Code Ann. Sec. 21-17-1. Alderman Vaughn seconded the motion and the Board voted as follows:

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

Having received a majority affirmative vote, the Mayor declared the motion passed.
A copy of the easement follows these minutes.

50. A MOTION TO APPROVE THE DIVISION OF THE PROCEEDS FROM ANY POTENTIAL SALE OF 101 AIRPORT ROAD.

Alderman Brooks offered a motion to approve the division of the proceeds from any potential sale of 101 Airport Road based on the percentage split shown in the Brent Johnston Old Town Realty Appraisal of the property, with Starkville retaining 27% of the proceeds of any such sale and Kirby Building Systems, Inc. retaining 73% and providing full environmental indemnity to Starkville in connection with the sale. Alderman Beatty seconded the motion and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	Voted: Yea

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

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

51. MOTION TO RECESS UNTIL JULY 20, 2021 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Vaughn, for the Board of Aldermen to recess the meeting until July 20, 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 Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

SIGNED AND SEALED THIS THE _______ DAY OF AUGUST, 2021.

Attest:

____
D. LYNN SPRUILL, MAYOR

____
LESA HARDIN, CITY CLERK

(SEAL)

Book:2021 Page:5733-5736
Deed
RCD: 08/05/2021 @03:30:13 PM
Oktibbeha County, MS
Sharon Livingston Chancery Clerk

Prepared by:
R. Cory Anthony
Anthony Law Firm, PLLC
214 East Main Street
Starkville, Mississippi 39759
(662) 323-7779
MSB# 101755

Return to:
R. Cory Anthony
Anthony Law Firm, PLLC
214 East Main Street
Starkville, Mississippi 39759
(662) 323-7779

INDEXING INSTRUCTIONS: Southwest Quarter of the Southeast Quarter of Section 8, Township 18 North, Range 14 East, City of Starkville, Oktibbeha County, Mississippi.

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

PERMANENT EASEMENT

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS ($10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged,

CITY OF STARKVILLE,
110 W. Main Street
Starkville, MS 39759
(662) 323-2525

hereinafter referred to as "Grantor", does hereby convey, release and warrant unto:

BOOTH FAMILY, LLC, a Mississippi limited liability company,
1161 Meadowlark Drive
Starkville, MS 39759
(662) 418-1571

hereinafter referred to as "Grantee", a permanent and perpetual non-exclusive easement for ingress and egress over and across the following tract or parcel of land situated in Starkville, Oktibbeha County, Mississippi and being more particularly described as follows, to wit:

A 60 FOOT WIDE EASEMENT SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 08, TOWNSHIP 18 NORTH, RANGE 14 EAST, CITY OF STARKVILLE, OKTIBBEHA COUNTY, MISSISSIPPI AND BEING FURTHER DESCRIBED AS FOLLOWS;

COMMENCE AT THE IRON PIN MARKING THE INTERSECTION OF THE EAST RIGHT-OF-WAY FOR MISSISSIPPI HIGHWAY 25 BYPASS WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 08; RUN THENCE, SOUTH 06 DEGREES 25 MINUTES EAST FOR 657.87 FEET TO THE IRON PIN MARKING THE NORTHWEST CORNER OF THE BOOTH FAMILY LLC PROPERTY; RUN THENCE, ALONG THE WEST LINE OF SAID BOOTH PROPERTY; SOUTH FOR 38.74 FEET TO THE IRON PIN MARKING THE POINT OF BEGINNING; RUN THENCE, ALONG THE WEST LINE OF SAID BOOTH PROPERTY, SOUTH FOR 60.00 FEET TO AN IRON PIN; RUN THENCE, WEST FOR 75.00 FEET TO THE EAST RIGHT-OF-WAY FOR SAID HIGHWAY; RUN THENCE, ALONG SAID EAST RIGHT-OF-WAY, NORTH FOR 60.00 FEET TO AN IRON PIN; RUN THENCE, EAST FOR 75.00 FEET BACK TO THE IRON PIN MARKING THE POINT OF BEGINNING.

SEE FOR FURTHER REFERNCE THE SURVEY BY BRENT ENGINEERING SERVICE, INC., DATED OCTOBER 2, 2020.

The Grantee agrees to indemnify, defend and hold harmless the Grantor and its employees, agents and representatives from any third-party loss, damage, injury, judgment or any other expense, including attorney fees to the extent any claim arises out of the Grantee's use of the Permanent Easement. Any installation costs, repairs or replacements of Grantee's improvements in the Permanent Easement shall be the sole responsibility of the Grantee, unless such costs, repairs or replacements are caused by the acts or omissions of the Grantor. Grantee agrees to assume full and complete responsibility for any and all damage to Grantor's right of way, easements, public improvements, drainage facilities, sanitary sewers or public utilities relating to Grantee's construction and/or use of structures in the easement territory.

The Grantee agrees to pay for the recordation of this agreement and any Exhibits attached.

The easement granted herein shall be for the benefit of the Grantee's property and shall constitute a covenant running.

It is further agreed that this instrument constitutes the entire agreement between the parties, there being no oral agreements or representations of any kind.

WITNESS OUR SIGNATURES, on this the 30th day of July, 2021.

CITY OF STARKVILLE, MISSISSIPPI

BY: ______________________
LYNN SPRUILL, *Mayor*

BY: ______________________
LESA HARDIN, *City Clerk*

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, on this the 30 day of July, 2021, within my jurisdiction, the within named, **LYNN SPRUILL**, who acknowledged that she is the Mayor of the City of Starkville, Mississippi, and that for and on behalf of the said City of Starkville, Mississippi, and as its act and deed, she executed and delivered the above and foregoing instrument, after first having been duly authorized so to do.

WITNESS my hand and Official Seal this the 30 day of July, 2021.

____
NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC
ID # 249454
JERALD LYLE McCASKEY
Commission Expires Oct. 12, 2024
OKTIBBEHA COUNTY

My Commission Expires: Oct 12, 2024

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, on this the 30 day of July, 2021, within my jurisdiction, the within named, **LESA HARDIN**, who acknowledged that she is the City Clerk of the City of Starkville, Mississippi, and that for and on behalf of the said City of Starkville, Mississippi, and as its act and deed, she executed and delivered the above and foregoing instrument, after first having been duly authorized so to do.

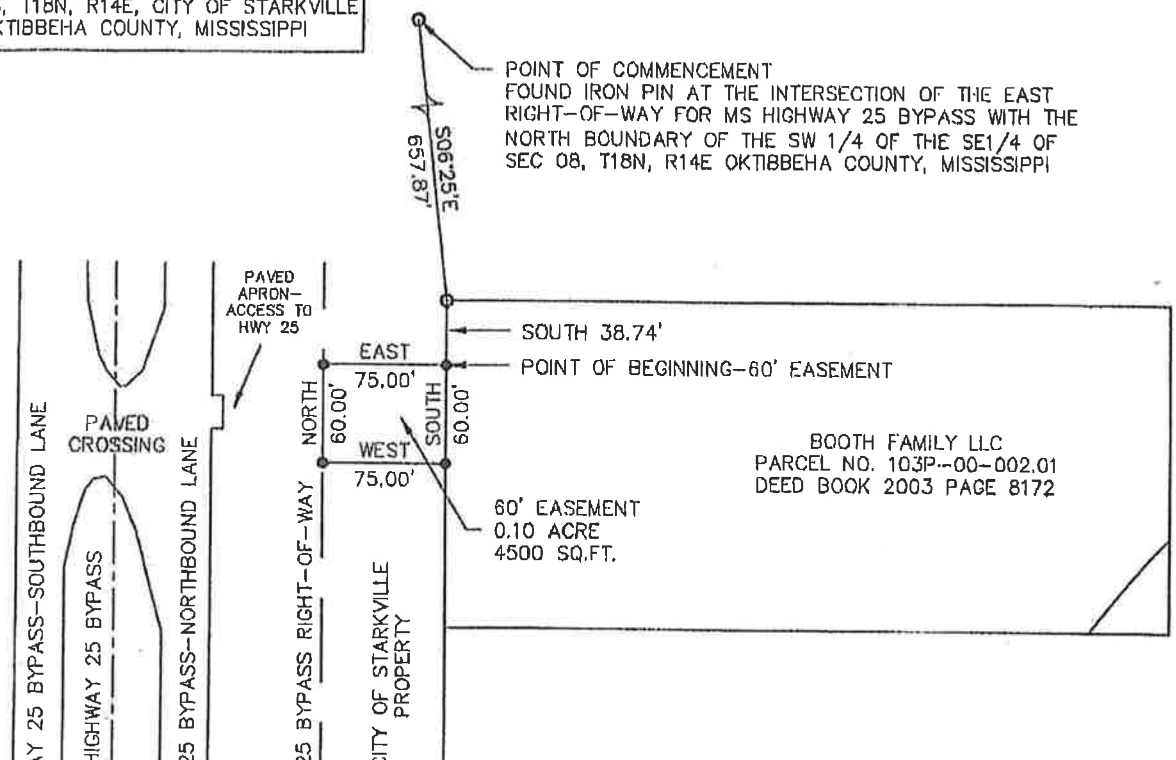
WITNESS my hand and Official Seal this the 30 day of July, 2021.

____
NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC
ID # 249454
JERALD LYLE McCASKEY
Commission Expires Oct. 12, 2024
OKTIBBEHA COUNTY

My Commission Expires: Oct 12, 24

60 FOOT EASEMENT
SITUATED IN THE SW1/4 OF THE SE1/4
SEC 08, T18N, R14E, CITY OF STARKVILLE
OKTIBBEHA COUNTY, MISSISSIPPI



A 60 FOOT WIDE EASEMENT SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 08, TOWNSHIP 18 NORTH, RANGE 14 EAST, CITY OF STARKVILLE, OKTIBBEHA COUNTY, MISSISSIPPI AND BEING FURTHER DESCRIBED AS FOLLOWS;

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O FOUND IRON PIN

● SET 1/2" REBAR

10/2/2020

MICHAEL G. BRENT REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR PE-11253 PS-02738 STATE OF MISSISSIPPI

SURVEY PARTY:
ERIC KOIVA
ALONZO SKINNER
DATE OF FIELD WORK: OCTOBER 2, 2020

CLASS "B" SURVEY

NOTES:
BEARINGS DETERMINED BY SOLAR OBSERVATION
DISTANCES BY E.D.M.
CALCULATIONS BY COMPUTER
SURVEY PERFORMED WITHOUT CURRENT TITLE SEARCH

C:\ACAD\07074\dwg\07074-2020.dwg – ERIC KOIVA

MICHAEL G. BRENT
MISS. PLS #2738
BRENT ENGINEERING SERVICE, INC.
507–A M.L. KING DRIVE
STARKVILLE, MISSISSIPPI
662-324-0713

0 100' 200'

Scale: 1" = 100'