

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
October 5, 2021**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on October 5, 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 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:

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

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

Mayor Spruill asked that the three Public Hearings concerning the Brooksville Garden Apts be removed from the agenda. They will be presented at the November 2, 2021 meeting.

Alderman Brooks offered a motion, duly seconded by Alderman Rupp, to approve the October 5, 2021 Official Agenda with three Public Hearings removed. 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, OCTOBER 5, 2021
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET**

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 7, 2021 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 16, 2021 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 17, 2021 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

SECOND PUBLIC HEARING AND CONSIDERATION OF THE PROPOSED ADOPTION OF A GOLF CART OR LOW SPEED VEHICLE ORDINANCE

~~PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 305 EVERGLADE AVE BLDG. 6 WITH PARCEL NUMBER 118K-00-016.00 IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY~~

~~PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 305 EVERGLADE AVE BLDG. 16 WITH PARCEL NUMBER 118K-00-016.00 IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY~~

~~PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 305 EVERGLADE AVE BLDG. 19 WITH PARCEL NUMBER 118K-00-016.00 IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY~~

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF THE APPROVAL OF THE CONTRACT TO MANAGE AND OPERATE THE CITY OF STARKVILLE PARKS AND RECREATION PROPERTIES/DEPARTMENT WITH SPORTS FACILITIES MANAGEMENT (SFM).

B. CONSIDERATION OF THE APPROVAL OF THE CONTRACT WITH KIMLEY-HORN FOR THE DEVELOPMENT OF PLANS FOR THE PARKS LOCATED IN OR IMPACTING QUALIFIED CENSUS TRACTS WITH THE FUNDING COMING FROM ARPA FUNDS.

X. BOARD BUSINESS

- A. CONSIDERATION OF THE APPROVAL OF THE EXTENSION OF THE CONTRACT WITH CORNERSTONE GOVERNMENT CONSULTANTS, LLC FOR THE REPRESENTATION OF THE CITY WITH STATE AND FEDERAL LEGISLATIVE OFFICIALS.
- B. CONSIDERATION OF APPOINTING CHRISTOPHER SMILEY TO THE GOLDEN TRIANGLE REGIONAL SOLID WASTE AUTHORITY TO COMPLETE THE UNEXPIRED TERM OF CALVIN WARE SET TO EXPIRE ON DECEMBER 31, 2021 AND REAPPOINTING CHRIS SMILEY AND EDWARD KEMP TO THE JANUARY 1, 2022 TO DECEMBER 31, 2026 TERMS.

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

THERE ARE NO ITEMS FOR THIS AGENDA

E. FINANCE AND ADMINISTRATION

- 1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKETS FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF SEPTEMBER 30, 2021 FOR FISCAL YEARS ENDING 9/30/21 AND 9/30/22, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.

2. REQUEST APPROVAL OF 2021 MUNICIPAL COMPLIANCE QUESTIONNAIRE.

3. REQUEST APPROVAL OF FY 21 BUDGET ADJUSTMENTS.

F. FIRE DEPARTMENT

- 1. REQUEST APPROVAL TO PURCHASE 3 RADIOS AT A COST OF \$5,122.50 FROM TELETEC COMMUNICATIONS, AS A SOLE SOURCE IN THAT THE RADIOS INTEGRATE WITH EXISTING EQUIPMENT, WITH \$4,098.00 (80%) TO BE REIMBURSED WITH A GRANT.

G. HUMAN RESOURCES

- 1. REQUEST AUTHORIZATION TO HIRE ANDREW CASTELLANOS AS AN AIRCRAFT LINEMAN (FBO) IN THE STARKVILLE AIRPORT.

2. REQUEST AUTHORIZATION TO HIRE NOAH STUCKLESS AS AN ENTRY LEVEL FIREFIGHTER.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

J. POLICE DEPARTMENT

1. POLICE

a. REQUEST APPROVAL TO PURCHASE FUSUS REAL-TIME CRIME CENTER IN THE CLOUD AS A SOLE-SOURCE PURCHASE FROM FUSUS, AT A TOTAL COST OF \$195,000 PAID OVER THREE YEARS.

2. CODE COMPLIANCE

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS FOR THE CONSTRUCTION OF THE BABYLON RD SANITARY SEWER IMPROVEMENT PROJECT.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. RECESS UNTIL OCTOBER 19, 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. 3120 at least forty-eight (48) hours in advance for any services requested.

Consent items 2 – 13:

2. CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 7, 2021 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 5, 2021 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the September 7, 2021 meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 16, 2021 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 5, 2021 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the September 16, 2021 Special Call meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 17, 2021 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 5, 2021 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the September 17, 2021 Work Session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF APPROVAL OF THE EXTENSION OF THE CONTRACT WITH CORNERSTONE GOVERNMENT CONSULTANTS, LLC FOR THE REPRESENTATION OF THE CITY WITH STATE AND FEDERAL LEGISLATION OFFICIALS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 5, 2021 Official Agenda, and to accept items for consent, whereby the “approval for extending the contract with Cornerstone Government Affairs for the upcoming fiscal year of October 1, 2021 to September 30, 2022” is enumerated, this consent item is thereby approved. The contract extension follows this page.

6. CONSIDERATION OF APPOINTING CHRISTOPHER SMILEY TO THE GOLDEN TRIANGLE REGIONAL SOLID WASTE AUTHORITY TO COMPLETE THE UNEXPIRED TERM OF CALVIN WARE SET TO EXPIRE ON DECEMBER 31, 2021 AND REAPPOINTING CHRIS SMILEY AND EDWARD KEMP TO THE JANUARY 1, 2022 TO DECEMBER 31, 2026 TERMS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 5, 2021 Official Agenda, and to accept items for consent, whereby the “approval to appoint Mr. Chris Smiley to the Golden Triangle Solid Waste Authority Board to complete the unexpired term of Calvin Ware which will expire on December 31, 2021 and consideration for the next appointment term for Chris Smiley and Edward Kemp for the January 1, 2022 to December 31, 2026 term” is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF THE FY 2021 MUNICIPAL COMPLIANCE QUESTIONNAIRE.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 5, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the Fiscal Year 2021 Municipal Compliance Questionnaire” is enumerated, this consent item is thereby approved. The questionnaire follows the Cornerstone Government Consultants contract extension.

AMENDMENT IV TO SERVICE AGREEMENT

This Amendment (the "**Amendment IV**"), effective as of October 1, 2021 is made by and between Starkville, MS (hereinafter referred to as "**Starkville**"), with its principal place of business at 110 West Main Street, Starkville, MS 39759 and Cornerstone Government Affairs, Inc. (hereinafter referred to as "**Cornerstone**"), a sub-chapter S corporation duly organized under the laws of the District of Columbia, with its principal place of business at 800 Maine Avenue, SW, 7th Floor, Washington, D.C. 20024.

WHEREAS, Starkville and Cornerstone are Parties to Service Agreement with an effective date of October 1, 2017 (the "**Agreement**") , an Amendment with an effective date of October 1, 2018 (the "**Amendment**"), an Amendment II with an effective date of October 1, 2019 (the "**Amendment II**"), and an Amendment III with an effective date of October 1, 2020 (the "**Amendment III**"); and

WHEREAS, the Parties desire to amend the Agreement as set forth herein;

NOW, THEREFORE, the Parties hereby agree as follows:

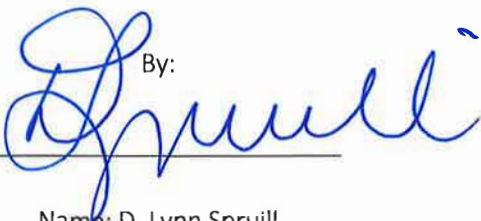
1. The term of the Agreement shall be extended for twelve (12) months, commencing on October 1, 2021 through September 30, 2022 (the "**Term**").
2. Payment for the additional twelve (12) months shall be made to Cornerstone in twelve (12) payments of four thousand one hundred sixty-six dollars and sixty-six cents (\$4,166.66) through the Term of the Agreement (the "**Fee**").
3. Except as amended herein, all other terms and conditions of the Agreement remain in full force and effect.

The Parties hereby accept and agree to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Parties hereby execute this Amendment IV and acknowledge that they are authorized to execute same.

Starkville, MS

Cornerstone Government Affairs, Inc.

By: 

Name: D. Lynn Spruill

Title: Mayor

Date: October 5, 2021

By: 

Name: Campbell Kaufman

Title: Principal & Managing Director

Date: 09/29/2021

Municipal Compliance Questionnaire

As part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance. The municipal compliance questionnaire was developed for this purpose.

The following questionnaire and related certification must be completed at the end of the municipality's fiscal year and entered into the official minutes of the governing authorities at their next regular meeting.

The governing authorities should take care to answer these questions accurately. Incorrect answers could reduce the auditor's reliance on the questionnaire responses, resulting in the need to perform additional audit procedures at added cost.

Information

Note: Due to the size of some municipalities, some of the questions may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than "yes" or "no," and, as a result, more information on this questionnaire may be required and/or separate work papers may be needed.

1. Name and address of municipality:

____ City of Starkville _____
____ 110 West Main St, Starkville, MS 39759 _____

2. List the date and population of the latest official U.S. Census or most recent official census:

____ 2020 – 25,997 _____

3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney).

____ See Attached (Appendix A) _____

4. Period of time covered by this questionnaire:

From: ____ October 1, 2021 _____ To: ____ September 30, 2025 _____

5. Expiration date of current elected officials' term: ____ June 30, 2025 _____

MUNICIPAL COMPLIANCE QUESTIONNAIRE
Year Ended September 30, 2021

Answer All Questions: Y - YES, N - NO, N/A - NOT APPLICABLE

PART I - General

- | | |
|---|-----------|
| 1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13) | <u>Y</u> |
| 2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27) | <u>Y</u> |
| 3. Are municipal records open to the public? (Section 25-61-5) | <u>Y</u> |
| 4. Are meetings of the board open to the public?
(Section 25-41-5) | <u>Y</u> |
| 5. Are notices of special or recess meetings posted?
(Section 25-41-13) | <u>Y</u> |
| 5. Are all required personnel covered by appropriate surety bonds? | |
| . Board or council members (Sec. 21-17-5) | <u>Y</u> |
| . Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter) | <u>Y</u> |
| . Municipal clerk (Section 21-15-38) | <u>Y</u> |
| . Deputy clerk (Section 21-15-23) | <u>Y</u> |
| . Chief of police (Section 21-21-1) | <u>Y</u> |
| . Deputy police (Section 45-5-9) (if hired under this law) | <u>NA</u> |
| 7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-15-19) | <u>Y</u> |
| 8. Are minutes of board meetings signed by the mayor or majority of the board within 30 days of the meeting?
(Section 21-15-33) | <u>Y</u> |
| 9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-53) | <u>Y</u> |
| 10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105) | <u>Y</u> |
| 11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31) | <u>Y</u> |

12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance?
(Section 21-35-31 or 21-17-19) Y

PART II - Cash and Related Records

1. Where required, is a claims docket maintained?
(Section 21-39-7) Y

2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9) Y

3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued?
(Section 21-39-7) Y

4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13) Y

5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn?
(Section 21-39-13) Y

6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-5, 21-35-7 and 21-35-9) Y

7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23) Y

8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, & 27-39-205) Y

9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25) Y

10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25) Y

- | | | |
|-----|--|------------|
| 11. | Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11) | Y
_____ |
| 12. | Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13) | Y
_____ |
| 13. | Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17) | Y
_____ |
| 14. | Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363) | Y
_____ |
| 15. | Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323) | Y
_____ |
| 16. | Are donations restricted to those specifically authorized by law? [Section 21-17-5 (Section 66, Miss. Constitution) -- Sections 21-19-45 through 21-19-59, etc.] | Y
_____ |
| 17. | Are fixed assets properly tagged and accounted for? (Section II - Municipal Audit and Accounting Guide) | Y
_____ |
| 18. | Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41? | Y
_____ |
| 19. | Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41) | Y
_____ |

PART III - Purchasing and Receiving

- | | | |
|----|--|------------|
| 1. | Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)] | Y
_____ |
| 2. | Are all lowest and best bid decisions properly documented? [Section 31-7-13(d)] | Y
_____ |
| 3. | Are all one-source item and emergency purchases documented on the board's minutes? [Section 31-7-13(m) and (k)] | Y
_____ |
| 4. | Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23) | Y
_____ |

PART IV - Bonds and Other Debt

1. Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303) Y
2. Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87) Y
3. Have the required trust funds been established for utility revenue bonds? (Section 21-27-65) Y
4. Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317) Y
5. Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5) Y

PART V - Taxes and Other Receipts

1. Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167) Y
2. Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53) Y
3. Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63) NA
4. Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53) Y
5. Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321) Y
6. Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5) Y
7. Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1) Y
8. Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37) Y

9. Has the municipality levied or appropriated not less than 1/4 mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Sections 83-1-37 and 83-1-39) _____Y_____
10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.) _____Y_____
11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21) _____Y_____
12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1) _____Y_____
13. Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-17-347) _____Y_____
14. Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system? (Section 17-17-348) _____Y_____
15. Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the State Auditor? (MMAAG) _____Y_____

APPENDIX A:

<u>Position</u>	<u>Name</u>	<u>Address</u>	<u>Telephone</u>
Mayor	D. Lynn Spruill	1016 F Louisville St	662-648-9706
Alderman Ward 1	Ben Carver	703 Greensboro St	662-769-0792
Alderman Ward 2	Sandra Sistrunk	522 Chestnut Dr	662-418-4574
Alderman Ward 3	Jeffrey Rupp	108 Oakmont Road	662-364-7021
Alderman Ward 4	Mike Brooks	106 Shotts Ave	662-418-8978
Alderman Ward 5	Hamp Beatty	112 St Charles Ave	662-418-8978
Alderman Ward 6	Roy A'. Perkins	PO Box 678	662-324-7300
Alderman Ward 7	Henry Vaughn, Sr.	105 Henderson St	662-323-2004
City Attorney	Chris Latimer	1216 Van Buren Ave/38655	662-232-3208

**CITY OF
STARKVILLE, MS**

Certification to Municipal Compliance Questionnaire

Year Ended September 30, 2021

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of Starkville, MS and, to the best of our knowledge and belief, all responses are accurate.

(City Clerk's Signature)

(Mayor's Signature)

(Date)

(Date)

Minute Book References:

Book Number _____

Page _____

(Clerk is to enter minute book references when questionnaire is accepted by board.)

8. CONSIDERATION OF APPROVAL OF FY 21 BUDGET ADJUSTMENTS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 5, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the proposed FY 21 Budget Adjustments” is enumerated, this consent item is thereby approved.

Account	Code	Debit	Credit
Professional Supplies / Svcs – Aldermen	001-100-680-311	500.00	
Municipal Court Supplies / Cr Card Mch Fees	001-110-501-200		5,000.00
Court Research Materials	001-110-600-300		2,500.00
Court Furniture & Equipment	001-110-918-805	10,000.00	
Youth Court Communications	001-111-604-330	300.00	
Election Workers	001-130-602-301		2,000.00
Surety Bonds	001-159-620-371	150.00	
Fuel Tank Abandonment	001-192-630-550	12,000.00	
Cemetery Admin – Oddfellows	001-196-631-402	1,200.00	
Fire – Gas & Oil	001-261-525-231	10,000.00	
Fire – Equipment and Supplies	001-26-918-820	55,000.00	
Civil Defense Equipment	001-290-918-805		5,000.00
Civil Defense Repairs	001-290-630-400		7,150.00
Travel – Planner	001-190-610-350		2,500.00
Training – Planner	001-190-690-553		1,000.00
Copiers, Phones, Etc	001-190-604-330		2,500.00
Transfer to Computer Assessment Fund	001-195-951-970	50,000.00	
Code Enf – Phones, Etc	001-246-604-330		1,500.00
MSU Fire Control	001-000-276-123		60,000.00
Sales Tax Revenue (18.5% of 7%)	001-000-260-082		50,000.00
Totals		\$ 139,150.00	\$ 139,150.00

9. CONSIDERATION OF APPROVAL TO PURCHASE 3 RADIOS AT A COST OF \$5,122.50 FROM TELETEC COMMUNICATIONS, AS A SOLE SOURCE IN THAT THE RADIOS INTEGRATE WITH EXISTING EQUIPMENT, WITH \$4,098.00 (80%) TO BE REIMBURSED WITH A GRANT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 5, 2021 Official Agenda, and to accept items for consent, whereby the “approval to purchase 3 radios from Teletec Communications for the amount of \$5,122.50 as a sole source item that will work with current radio system with the City to be reimbursed 80% by the Hazardous Materials Emergency Preparedness Grant” is enumerated, this consent item is thereby approved.

10. CONSIDERATION TO HIRE ANDREW CASTELLANOS AS AN AIRCRAFT LINEMAN (FBO) IN THE STARKVILLE AIRPORT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 5, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Andrew Castellanos as an aircraft lineman (FBO) in the Starkville Airport” is enumerated, this consent item is thereby approved.

11. CONSIDERATION TO HIRE NOAH STUCKLESS AS AN ENTRY LEVEL FIREFIGHTER.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 5, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Noah Stuckless as an entry level Firefighter” is enumerated, this consent item is thereby approved.

12. CONSIDERATION TO PURCHASE FUSUS REAL-TIME CRIME CENTER IN THE CLOUD AS A SOLE-SOURCE PURCHASE FROM FUSUS, AT A TOTAL COST OF \$195,000 PAID OVER THREE YEARS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 5, 2021 Official Agenda, and to accept items for consent, whereby the “approval to purchase Fusus Real-Time Crime Center in the Cloud as a sole-source purchase from FUSUS, at a total cost of \$195,000 to be paid over three years” is enumerated, this consent item is thereby approved. FUSUS is the only manufacturer that builds a common operating platform that does not require a complete replacement of video cameras, recorders, servers, or network equipment at video transmitting locations.

13. CONSIDERATION TO ADVERTISE FOR BIDS FOR THE CONSTRUCTION OF THE BABYLON RD SANITARY SEWER IMPROVEMENT PROJECT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 5, 2021 Official Agenda, and to accept items for consent, whereby the “approval to advertise for bids for the construction of the Babylon Rd Sanitary Sewer Improvement project” is enumerated, this consent item is thereby approved.

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS:

Mayor Spruill introduced the recently sworn in Police K-9 Kojak and his handler Corp. Parker Madeen. She announced that the City Trash Bag distribution will not occur until November due to rebidding to attempt to obtain a lower cost.

BOARD OF ALDERMEN COMMENTS:

Alderman Carver asked Chief Ballard to explain the benefits for the FUSUS system being purchased.

Chief Ballard then presented the FUSUS system and how it will benefit the City.

Alderman Rupp encouraged all to attend Pumpkinpoolza to be held on Main Street Thursday, October 28 and to consider sponsoring a pumpkin in the Talledegourd 500 for charity.

Alderman Vaughn expressed his concern in contracting out the management of all the City's Parks and how that will affect the current employees.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, thanked the Police for the quick capture of the bank robbery two weeks prior. He asked drivers to be careful near Garrard Road and Jackson Streets in that the houses are close to the road, thus having smaller front yards and children closer to the streets.

Moe Higgins and Teddy Mullens of Spring Street Cigars updated the Mayor and Board of their construction at 101 Dr Douglas L. Conner Drive and presented MSU National Champion World Series Baseball Cigars to the Mayor and Board.

PUBLIC APPEARANCE: None

PUBLIC HEARING:

SECOND PUBLIC HEARING AND CONSIDERATION OF THE PROPOSED ADOPTION OF A GOLF CART OR LOW SPEED VEHICLE ORDINANCE

Alderman Brooks introduced the proposed Ordinance and the modifications made since the previous Public Hearing.

The Mayor then opened the Public Hearing.

Alvin Turner asked that the golf carts have proper lighting especially now that the time is about to change and it will be getting dark earlier each day.

Chris Taylor inquired as to the age of a driver. There being no additional comments, the Mayor closed the Public Hearing.

14. CONSIDERATION OF ORDINANCE 2021 – 05

Alderman Brooks, duly seconded by Alderman Carver, offered a motion to approve Ordinance 2021 – 05: Ordinance pertaining to the use and regulation of golf carts and low-speed vehicles and for related purposes.

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.

ORDINANCE NO. 2021-05

AN ORDINANCE PERTAINING TO THE USE AND REGULATION OF
GOLF CARTS AND LOW-SPEED VEHICLES AND FOR RELATED PURPOSES

WHEREAS, the City of Starkville, Mississippi is authorized to pass ordinances not inconsistent with the Constitution and laws of the State of Mississippi or the laws of the United States; and

WHEREAS, the Mayor and the Board of Aldermen of the City of Starkville find that this ordinance is not inconsistent with the provisions of the Constitution and laws of the State of Mississippi and the United States; and

WHEREAS, Senate Bill 2605, approved by the 2021 Mississippi Legislature and signed by the Governor, specifically authorizes Starkville to allow the operation of Golf Carts and Low-Speed Vehicles on certain public roads and streets, to require individuals operating a Golf Cart or Low-Speed Vehicle to have a valid driver's license or temporary driver's permit and proof of financial responsibility, and to require registration of Golf Carts and Low-Speed Vehicles; and

WHEREAS, currently there are no City of Starkville regulations or guidelines regarding the operation of Golf Carts and Low-Speed Vehicles authorizing such use; and

WHEREAS, the City of Starkville seeks to provide this means of transportation as an option for designated areas of public streets allowing increased access to alternative transportation and to promote equitable and accessible systems of transportation; and

WHEREAS, the Mayor and Board of Aldermen find it is in the public's interest to establish policies and procedures in accordance with the authorization as approved and required by the Governor and the Mississippi Legislature as follows:

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI:

SECTION 1. Definitions.

The following words and phrases, whenever used in this Chapter, shall be defined as follows:

- (1) "Golf Cart" means a motor vehicle that is designated and manufactured for operation on a golf course for sporting or recreational purposes, is not capable of exceeding speeds of twenty (20) miles per hour, and is equipped with safety equipment as required under 49 CFR Section 571.500.
- (2) "Low-Speed Vehicle" means any four-wheeled electric or gasoline-powered vehicle that has a top speed greater than twenty (20) miles per hour but less than twenty-five (25) miles per hour and is equipped with safety equipment as required under 49 CFR Section 571.500.
- (3) "Motor vehicle" means vehicles as defined in Miss. Code Ann. §§27-19-3, 27-51-5, and 63-17-155 but shall not include electric personal assistive mobility devices as defined in Miss. Code Ann. §63-3-103, or Golf Carts or Low-Speed Vehicles as defined herein.
- (4) "Person" means every natural person, firm, co-partnership, corporation, joint-stock or other association or organization.
- (5) "Owner" means a person who holds the legal title or interest in a Golf Cart or Low-Speed Vehicle as defined herein.
- (6) "Driver" or "Operator" means the person actually driving or operating a Golf Cart or Low-Speed Vehicle at any given time.

SECTION 2: Licensing and Registration

(1) Every Golf Cart and Low-Speed Vehicle to be operated on a public road or street in the City of Starkville shall be required to be registered in the City's Clerk's office. Upon payment of a reasonable registration fee, as determined by the Starkville Board of Aldermen and attached as Exhibit A, and charged by the City to cover the costs of administration, presentation of proof of financial responsibility, and presentation of a valid driver's license or temporary driver's permit, the owner of the Golf Cart or Low-Speed Vehicle shall be issued a registration decal by the Starkville City Clerk that must be displayed on the left rear fender of the vehicle. The registration fee imposed

under this section shall be retained by the City Clerk and deposited into the municipal general fund. The registered owner may obtain a replacement decal from the City Clerk for an original decal that has been lost or damaged with payment of an additional fee as listed on Exhibit A.

(2) The registration shall remain valid for as long as the registering owner owns the Golf Cart or Low-Speed Vehicle. A new owner of a previously registered Golf Cart or Low-Speed Vehicle must re-register the vehicle within 10 days of new ownership by paying the full registration fee and following the steps outlined above in order to continue to operate the Golf Cart or Low-Speed Vehicle on City streets.

(3) The City shall provide a registrant with a map of the areas where Golf Carts or Low-Speed Vehicles may be operated at the time of registration.

SECTION 3: Operations

(1) Golf Carts and Low-Speed Vehicles may be operated on public roads and streets in the City of Starkville except those streets that are MDOT Highways and those that have an established speed limit of greater than 35 MPH. Approved Golf carts and Low-Speed Vehicles may cross those streets that are not authorized for travel but the shortest traveling distance to do so shall be required. Drivers are required to operate Golf Carts and Low-Speed Vehicles only in the outside lane of multilane streets and roads, where applicable.

(2) Any person operating a Golf Cart or Low-Speed Vehicle on the public roads and streets under this Ordinance must have in his or her possession a valid driver's license or temporary driver's permit and proof of financial responsibility as required under Miss. Code Ann. §63-15-1 *et seq.* and obey City traffic laws.

SECTION 4. Penalties

The registrant will be subject to the fines and penalties under the traffic laws of the City of Starkville and the State of Mississippi. In addition, the registrant may be subject to the revocation of the registration decal.

SECTION 5. Severability.

The provisions of this ordinance are severable and should any such provision be declared unconstitutional or unenforceable, such declaration shall not affect any of the remaining provisions.

SECTION 6. Effective Date.

This Ordinance shall take effect upon 30 days following its adoption with publication in the official City newspaper.

PASSED by the governing body of the City of Starkville, Mississippi, this 5th day of October, 2021, by the following vote:

Alderman Ben Carver	<u>Yea</u>
Alderman Sandra Sistrunk	<u>Yea</u>
Alderman Jeffrey Rupp	<u>Yea</u>
Alderman Mike Brooks	<u>Yea</u>
Alderman Hamp Beatty	<u>Yea</u>
Alderman Roy A'. Perkins	<u>Yea</u>
Alderman Henry Vaughn	<u>Yea</u>


D. Lynn Spruill, Mayor

ATTEST:



Lesa Hardin, City Clerk



GOLF CARTS AND LOW-SPEED VEHICLE REGISTRATION FEE STRUCTURE

- **Registration Decal - \$100**
- **Replacement Decal - \$5**



LOW SPEED VEHICLE MAP



**HISTORIC
STARKVILLE**
MISSISSIPPI'S COLLEGE TOWN

MISSISSIPPI'S COLLECT YOUNG
 (1992) by Charles E. Smith, Jr.
 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667,

15. CONSIDERATION OF THE APPROVAL OF THE CONTRACT TO MANAGE AND OPERATE THE CITY OF STARKVILLE PARKS AND RECREATION PROPERTIES/DEPARTMENT WITH SPORTS FACILITIES MANAGEMENT (SFM).

Mayor Spruill presented John Sparks of the Sports Facilities Network who discussed the services that would be provided and answered questions of the Mayor and Board.

Alderman Sistrunk, duly seconded by Alderman Brooks, offered a motion approving the contract with Sports Facilities Management for the management and operation of all of the City of Starkville parks and recreation facilities and programs.

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

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

The SFM Contract follows this page.

16. CONSIDERATION OF THE APPROVAL OF THE CONTRACT WITH KIMLEY-HORN FOR THE DEVELOPMENT OF PLANS FOR THE PARKS LOCATED IN OR IMPACTING QUALIFIED CENSUS TRACTS WITH THE FUNDING COMING FROM ARPA FUNDS.

Henry Minor of Kimley-Horn was present to answer questions of the Mayor and Board.

Alderman Sistrunk, duly seconded by Alderman Brooks, offered a motion to approve the proposal from Kimley-Horn to develop plans for each of the six parks in preparation for the use of the American Rescue Plan Act funds to redesign, rehabilitate, expand and improve the parks located in and impacting those living in Qualified Census Tracts with the \$42,000 to be paid from the ARPA funds.

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 Kimley-Horn contract follows the SFM Contract.

ADDENDUM TO FACILITY MANAGEMENT AGREEMENT

THIS ADDENDUM TO FACILITY MANAGEMENT AGREEMENT (the "Addendum") is made and entered into this 5th day of October, 2021 (the "Effective Date"), by and between the **CITY OF STARKVILLE**, a Mississippi municipality (the "Owner") and **SPORTS FACILITIES MANAGEMENT, LLC**, a Florida limited liability company (the "Manager").

RECITALS

WHEREAS, Owner and Manager desire for Manager to continue to provide services to Owner per the terms of that Facility Management Agreement dated on or about May 4, 2021 further subject to the amendments to it and additional terms and conditions set forth herein;

NOW THEREFORE, in consideration of the promises and covenants herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, Owner and Manager agree as follows:

1. In the Preamble:

"WHEREAS, Owner owns the infrastructure, buildings, parking, lighting, sports playing surfaces, sports equipment, and all other hard assets associated with the athletic complex as the same exist now or may exist in the future including improvements related thereto specifically located in Starkville, Mississippi on Highway 25 South and known as Cornerstone Park or any other name that may be identified in the future ("Facility");"

Is replaced with the following:

"WHEREAS, Owner owns the infrastructure, buildings, parking, lighting, sports playing surfaces, sports equipment, and all other hard assets associated with the parks, recreation and athletic assets as the same exist now or may exist in the future including improvements related thereto specifically located at various locations within the city limits of Starkville, Mississippi and identified on Exhibit C attached hereto, known as the "Starkville Parks and Recreation" or any other name that may be identified in the future (collectively referred to hereinafter as the "Facility");"

2. Article 1 Definitions is amended as follows:

- a. Commercial Rights: Naming rights, pouring rights, advertising, sponsorships, the branding of food and beverage products for resale and memorial gifts at or with respect to the Facilities. Manager shall have no right to engage in any Commercial Rights agreements on behalf of the Owner or Facility without the express written authority of the Owner which, if approved by Owner in its sole discretion, shall be the subject of a separate mutually approved agreement of the parties.
- b. Management-Level Employees: The General Manager/Parks and Recreation Director, Marketing Manager, Operations Manager, Membership Manager, Finance Manager, and Sports Programming Manager.

- c. "General Manager" and "Parks and Recreation Director" are synonymous in the Definitions and throughout the Agreement and those terms may be used interchangeably.
- d. Operating Expenses: All expenses incurred by the Parks and Recreation Director in connection with its operation, promotion, maintenance, and management of the Facilities, including but not limited to the following:
- e. (i) employee payroll, bonuses and benefits (including payments to any national benefit system, relocation costs, termination costs (including severance costs and payments in lieu of termination), and related costs, (ii) cost of operating supplies, including general office supplies, (iii) advertising, marketing, group sales, and public relations costs, (iv) cleaning expenses, (v) data processing costs, (vi) dues, subscriptions and membership costs, (vii) the Fixed Management Fee, (viii) printing and stationary costs, (ix) postage and freight costs, (x) equipment rental costs, (xi) minor repairs, maintenance, and equipment servicing, not including expenses relating to performing capital improvements or repairs, (xii) security expenses, (xiii) telephone and communication charges, (xiv) travel and entertainment expenses of Manager employees, (xv) cost of employee uniforms and identification, (xvi) exterminator and trash removal costs, if applicable (xvii) computer, software, hardware and training costs, (xviii) parking expenses, (xix) utility expenses, (xx) office expenses, (xxi) audit and accounting fees, (xxii) legal fees, (xxiii) all bond and insurance costs, including but not limited to personal property, general liability, professional liability and worker's compensation insurance, (xxiv) commissions and all other fees payable to third parties (e.g. commissions relating to food, beverage and merchandise concessions services and commercial rights sales), (xxv) cost of complying with any Laws, (xxvi) costs incurred by Manager to settle or defend any claims asserted against Manager arising out of its operations at the Facilities on behalf of Owner to the extent said claims were not proximately caused by Manager, or the result of an act or omission by Manager, or Manager's negligence or other breach or tortious conduct of Manager; (xxvii) loss, costs, damage, liability and any other obligations arising under or incurred under Service Contracts and other agreements relating to Facility operations, and (xxviii) Taxes. The term "Operating Expenses" does not include debt service on the Facility, Capital Expenditures, or any Incentive Fees (all of which shall be the responsibility of the Owner). All such expenses to be subject to approval by Owner in the annual Operating Budget.

3. Article 4 Scope of Services is amended as follows:

- a. **Section 4.3 Effect of Early Termination, (c).** Upon termination by Owner during any Renewal Term, for any reason, there shall be no early termination fee.

4. Article 5, Ownership: Use of the Facility, is amended as follows:

- a. **Section 5.3 Right of Use by Staff Manager.** Manager shall have the right to utilize its employees as needed to support manager's organization as a whole, including but not limited to travel for training and temporary staffing coverage, except that Owner

shall not be responsible for travel and training costs which have not been pre-approved by Owner. Manager shall have the right to utilize the Facility to host events for its employees from time to time for the purpose of learning and development, at no cost to the operational budget other than that incurred by the staff who are regularly stationed at the Facility.

5. Article 6, Personnel, is amended as follows:

- a. **Section 6.1 Generally.** All Facility staff and other personnel shall be engaged or hired by Manager in its sole discretion, except that Owner shall preapprove the employment of Management-Level Employees (as defined in Section 1.1 here), and shall be employees, agents, or independent contractors of Manager, and not of the Owner. Manager shall select employees, in its sole discretion but subject to Owner's right to approve the Operating Budget. The Operating Budget shall define the number, function, qualifications, and compensation, including salary and benefits, of its employees and shall control the terms and conditions of employment (including without limitation termination thereof) relating to such employees. Manager agrees to use reasonable and prudent judgment in the selection and supervision of such personnel. Owner acknowledges that Manager may pay its employees, as an Operating Expense, bonuses and benefits in accordance with Manager's then current employee manual, which may be modified by Manager from time to time in its sole discretion; however, the Owner shall not be responsible for any additional costs and/or expenses in this respect in excess of salary expenses allocated in the approved Operating Budget. A copy of Manager's current employee manual and any Facility-specific employee manual supplement shall be provided to Owner.
- b. **Section 6.2 General Manager and Management-Level Employees.** Personnel engaged by Manager will include a full-time on-site General Manager and other Management-Level Employees, as approved by Owner in its sole discretion upon recommendation by the Mayor and its Human Resources Director. Hiring of the General Manager by Manager require the prior approval of the Owner, which approval may be withheld or delayed in the discretion of the Owner; provided, however, in the event of a vacancy in the General Manager position, Manager may, upon notice to the Owner, temporarily fill such position with an interim General Manager for up to ninety (90) days during the term of this Agreement or any renewal term thereof without the necessity of obtaining the Owner's approval. The General Manager will have general supervisory responsibility for Manager and will be responsible for day-to-day operations of the Facility, supervision of employees, and management and coordination of all activities associated with events taking place at the Facility.
- c. **Section 6.3 Work Environment.** Employees will be required to work to the standards outlined in the most current version of Manager's employee handbook. Such Manager employee handbook shall be in compliance with all applicable state and federal laws. The handbook shall expressly provide that all employees of Manager at the Facility are employees of Manager and are terminable at will.

6. Article 7, Procedure for Handling Income, is amended as follows:

- a. **Section 7.1 Operating Account.** Except as otherwise agreed to by the parties in writing all Revenue derived from operation of the Facility shall be deposited by Manager into the Operating Account as soon as practicable upon receipt (but not less often than once each business day). The specific procedures (and authorized individuals) for making deposits to and withdrawals from such account shall be set forth in the Operations Manual, but the parties specifically agree that Manager shall have authority to sign checks and make withdrawals from such account, subject to the limitation contained in this Agreement, without needing to obtain the co-signature of an Owner employee or representative. Owner will have 24/7, 365-day access and visibility, electronic and otherwise, to all accounts owned by the Facility including the Operating Account. No warrant, check or other withdrawal shall occur from the Operating Account in excess of \$500, without approval of Owner's Contract Administrator. Manager shall maintain a Third-Party Crime insurance policy covering all of its employees at the Facility during the Term of this Agreement to protect against the loss, misappropriation, and/or theft of Owner's funds from the Operating Account.

7. Article 9, Facility Contracts; Transactions with Affiliates, is amended as follows:

- a. **Section 9.2 Execution of Contracts.** Subject to approval by Owner, Manager shall have the right to enter into Service Contracts, Revenue Generating Contracts and other contracts related to the operation of the Facility, as agent on behalf of the Owner. Any such agreements shall contain standard indemnification and insurance obligations on the part of each vendor, licensee, or service provider, as is customary for the type of services or obligations being provided or performed by such parties, and such other provisions as required by the Owner.
- b. **Section 9.3 Transactions with Affiliates.** In connection with its obligations hereunder relating to the purchase or procurement of services for the Facility (including without limitation food and beverage services, ticketing services and Commercial Rights sales), subject to Owner's approval in its sole discretion, Manager may purchase or procure such services, or otherwise transact business with, an Affiliate of Manager, provided that the prices charged and services rendered by such Affiliate are competitive with those obtainable from any unrelated parties rendering comparable services. Manager shall, if requested by Owner, provide reasonable evidence establishing the competitive nature of such prices and services, including if appropriate, competitive bids from other persons seeking to render such services at the Facility.

8. Article 10, Agreement Monitoring and General Manager, is amended as follows:

- a. **Section 10.1 Contract Administrator.** Each party shall appoint a contract administrator who shall monitor such party's compliance with the terms of this Agreement. Manager's contract administrator shall be its General Manager at the Facility unless Manager notifies Owner of a substitute contract administrator in writing. Owner's contract administrator shall be the Mayor of the City of Starkville unless Owner notifies Manager of a substitute contract administrator in writing. Any

and all references in this Agreement requiring Manager or Owner participation or approval shall mean the participation or approval of such party 's contract administrator.

9. Article 11, Insurance, is amended as follows:

- a. **Section 11.2 Manager's Policies, (d) Third Party Crime.** Manager shall procure and maintain as an Operating Expense third party (covering Manager's employees) employee theft or equivalent coverage insuring Owner against the fraudulent or dishonest act of each person on Manager's staff or personnel, whether employed or an independent contractor, who may have regular access and opportunity to steal any of Owner's assets associated with the Facility, including but not limited to cash and other forms of money as well as tangible personal property and intangible rights. The amount and terms of such coverage shall depend upon the nature and extent of employees or contractor's access and Manager, having knowledge of that access, shall be responsible to Owner for selecting adequate terms and amounts of coverage.
- b. **Section 11.2 Manager's Policies, (e)** All insurance companies and policies are subject to review and approval by Owner.

10. Article 12, Covenants and Representations, is amended as follows:

- a. **Section 12.1(a) Owner's Status.** Owner is a municipality duly organized, validly existing, and in good standing under the laws of the State of Mississippi with full power and authority to enter into this Agreement and execute all documents required hereunder. Manager acknowledges that as a governmental entity of the State of Mississippi, Owner is entitled to certain defenses, privileges and immunities, protections, preferences, exclusions, and limitations of liability and damages as provided by the Mississippi Tort Claims Act and other applicable laws of the State of Mississippi, all of which are reserved and asserted herein by Owner, the provisions of this Agreement notwithstanding.
- b. **Section 12.3(c) Indemnification by Owner.** Although Owner does not agree to indemnify Manager or hold it harmless, it agrees that it will be solely responsible for any claims, causes of action, costs, expenses (including reasonable attorneys' fees) liabilities, or damages (collectively, "Losses") relating to the Facility that arise out of, or in connection with, claims for which Owner is solely legally liable under the provisions of the Mississippi Tort Claims Act in the performance of its obligations under this Agreement; or (ii) breach by Owner of any of its representations, covenants or agreements made herein, only to the extent such representations, covenants and provisions herein are not inconsistent with the authority of a Mississippi governmental entity to make such representation, covenants or agreements.

11. Article 13, Miscellaneous, is amended as follows:

- a. **Section 13.9 Owner Responsible for Payments.** Upon termination of or withdrawal from this Agreement, Owner shall assume the obligations of such contracts or

outstanding bills approved by Owner or otherwise permitted under this Agreement executed by Manager under this Agreement for and on behalf of Owner and responsibility for payment of all unpaid bills, provided that such obligation has been approved by Owner as set forth in Section 6.1.

- b. **Section 13.18 Professional Service Only.** This Agreement is for professional services only and does not include the purchase by Owner from Manager of commodities, equipment, and/or furniture as defined by MCA Section 31-7-1(e)(i) and (ii) (1972, as amended) and does not include or encompass construction as defined in MCA Section 31-7-1(g) (1972, as amended). The provisions in this Agreement for the expenditure of funds by Manager on behalf of Owner for such items and things, i.e., commodities, equipment and/or furniture, subject to MCA Section 31-7-13 (1972, as amended) will not be purchased by Owner from Manager but rather, to the extent purchased by Manager, will be purchased by Manager on behalf of Owner, from third-party vendors, subject to approval by Owner. Owner acknowledges that it in the performance of Manager's professional services as provided in this Agreement that Owner shall be responsible for compliance with the provisions of MCA Section 31-7-13 (1972 as amended), with respect to the purchase of any commodities, equipment and/or furniture as defined in MCA Section 31-7-1(e)(i) and (ii) (1972, as amended) subject to the provisions of MCA Section 31-7-13(1972, as amended).

12. Exhibit A, Management Services, is amended as follows:

- a. **A(2) Annual Business Plan.** Manager will produce an Annual Business Plan for Cornerstone Park and a separate Annual Business Plan for the remaining portion of the Facility exclusive of Cornerstone Park four months prior to the beginning of any Operating Year in the Term and shall submit the Business Plans to Owner for its review and approval. Owner shall give its comments and/or approval of the Business Plans within sixty (60) days after receiving the Business Plans from the Manager. In the event of disapproval of either Business Plan, the Manager shall use commercially reasonable efforts to operate the portion of the facility impacted by the unresolved Business Plan pursuant to the general terms of this Agreement and the prior Business Plan then in effect, until such time as the revisions to the Business Plan for that portion of the Facility are agreed upon; however, in no event shall Manager commit to expend any sum beyond that which is on deposit in the Operating Account for that portion of the Facility. In the event of disapproval of an Operating Budget, Manager shall continue operating the portion of the Facility impacted pursuant to the Operating Budget then in effect for that portion of the Facility. In the event Owner disapproves of a Business Plan, revised Business Plan, or Budget hereunder, and Manager and Owner fail to reach an agreement on a new Business Plan, revised Business Plan or Budget within ninety (90) days of such disapproval, either party may terminate this Agreement for services with respect to the portion of the Facility disputed by providing the other party with written notice sixty (60) days prior to the date such party intends to terminate. In the event of such termination and if both parties have made good faith efforts to reach agreement on the Annual Business Plan(s) and Operating Budget(s) neither party shall be liable to the other for any fees, expenses or costs associated with such termination. Owner and the Manager agree to use good

faith efforts to resolve any differences in opinion regarding the Business Plans and any portion thereof so that agreement on the Business Plans can be reached as soon as possible after the date Manager first submits the revised Business Plans for such year to the Owner.

- b. **A(3) Employment Matters.** The Manager shall present the then current staffing, the incentive bonus plan for employees, and all salaries and payments to employees through the Payroll Account in the Annual Operations Budget. It is understood by all parties that reductions and additions to various positions may be made at Manager's discretion throughout the year due to business tempo, trends, opportunities, and budget requirements. If a change is recommended that will require expense above the budgeted labor percentage, the change will be submitted for Owner 's review and approval by Owner via reforecast and revised business plan or budget which change may be denied by the Owner in its sole discretion.
- c. **A(5) Bank Accounts.** Owner shall establish, in the Facility's name, at a banking institution or institutions subject to the approval of Owner, utilizing the federal tax identification number of Owner, an operating expense account (the "Operating Expense Account") for Cornerstone Park and a separate account for the remaining portion of the Facility exclusive of Cornerstone Park and Manager shall establish a payroll account in the Manager's or its affiliates' name, at a banking institution or institutions subject to the approval of Owner, utilizing the federal tax identification number of Manager or its affiliated entity (the "Payroll Account"). Owner shall have access, electronic and otherwise, to any banking account established in its name and federal tax identification number under this Agreement as and when it determines in its sole discretion.

13. Exhibit B, Manager Compensation, is amended as follows:

- a. **Section 3. Sponsorship and Advertising Compensation.** Due to the role that Manager will play in organizing the programs, negotiating agreements, and pricing, and providing confidence to sponsors and advertisers, Manager will receive twenty percent (20%) of the gross revenue for sponsorship and advertising, including facility naming rights for all sponsorship and advertising sold throughout the life of the Manager's service. A fee of ten percent (10%) shall apply, however, to gross revenue for sponsorship and advertising, including facility naming rights, for all sponsorship and advertising sold by the Owner and identified to Manager in writing within sixty (60) days after the execution of this Agreement. Any sponsorship or advertising agreement is subject to the approval of the Owner, which approval may be denied in Owner's sole discretion no later than the second Owner's Board of Aldermen Meeting following presentation of the sponsorship and advertising proposal to Owner.

Manager will also be paid twenty percent (20%) of the total cost savings for sponsored equipment, scoreboards, fencing, or other budgeted items that are donated to the project as a sponsorship effort by the vendor or supplier. This will apply only if the item has been budgeted for and where the Owner has approved such budgeted items and where negotiations approved by Owner in its sole discretion, with a vendor result

in a direct cost savings in trade for a sponsorship or promotion of the vendor at the facility site and Owner agrees to the amount of such direct cost savings.

All sponsorship and advertising agreements including those provided by suppliers and vendors are subject to the approval of the Owner, which approval may be denied by Owner in its sole discretion. In the event that Owner does not approve the Sponsorship or Advertising arrangement, Manager will not proceed with the Agreement and Manager will not receive a commission or compensation for the arrangement. Payments will be made to Manager within forty-five (45) days of the time when a sponsor/advertiser makes payment.

14. The Deferred Management Incentive Fees described in Exhibit B, shall only apply to the activities at the Cornerstone Park portion of the Facility.
15. The attached "EXHIBIT C" "PARKS & RECREATION MANAGEMENT SERVICES" is added to the Agreement.
16. The attached "EXHIBIT D" "PARKS & RECREATION MANAGEMENT SERVICES" is added to the Agreement.
17. The attached "EXHIBIT E" "PARKS & RECREATION MANAGEMENT SERVICES" is added to the Agreement.
18. The terms of this Addendum to Facility Management Agreement supersede and replace the corresponding terms of the Facility Management Agreement entered into by the parties on May 4, 2021. To the extent a conflict exists between the terms in this Addendum to Facility Management Agreement, as compared to the terms of the Facility Management Agreement, the terms of this Addendum control.

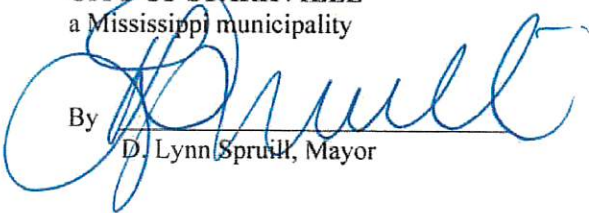
IN WITNESS WHEREOF, the Parties hereto have caused this Addendum to Facility Management Agreement, consisting of this and seven prior pages, to be executed as of the Effective Date by their respective duly authorized officers.

"OWNER"

CITY OF STARKVILLE

a Mississippi municipality

By


D. Lynn Spruill, Mayor

"MANAGER"

SPORTS FACILITIES MANAGEMENT, LLC

a Florida limited liability company

By

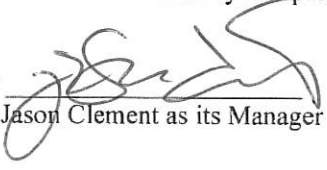

Jason Clement as its Manager

EXHIBIT C

PARKS & RECREATION MANAGEMENT SERVICES

During the Term, Manager will be responsible for all aspects of oversight for the staffing, marketing, maintenance, event management, sponsorship and advertising sales, and day-to-day operations of the Owner's Parks and Recreation Facilities identified in Exhibit E.

1. **Staffing.** Manager shall provide a full-time Parks & Recreation Director and other Management-Level Employees as required to meet the operational needs of the Facility, within the budgeted percentage of labor, approved by Owner.

2. **Annual Business Plan.** Manager will produce a separate Annual Business Plan for Cornerstone Park and another for all of the other Parks and Recreation assets each per the terms of the "Annual Business Plan" described in Exhibit A.

3. **Employment Matters.** Manager shall present a staffing and incentive bonus plan for all Parks and Recreation employees, and all salaries and payments to employees through the Payroll Account as part of the Annual Operations Budget described in Exhibit A. It is understood by all parties that reductions and additions to various positions may be made at Manager's discretion throughout the year due to business tempo, trends, opportunities, and budget requirements. If a change is recommended that will require expense above the budgeted labor percentage, the change will be submitted for Owner's review and approval by Owner via reforecast and revised business plan or budget which change may be denied by the Owner in its sole discretion.

BANK ACCOUNTS. Owner shall establish, in the Owner's name, at a banking institution or institutions subject to the approval of Owner, utilizing the federal tax identification number of Owner, an operating expense account (the "Operating Expense Account") in addition to, and separate from, the account described in Exhibit A and created for the Cornerstone Park asset. Both Operating Expense Account, however, shall be governed by the same terms of the Agreement. Owner shall have access, electronic and otherwise, to any banking account established in its name and federal tax identification number under this Agreement as and when it determines in its sole discretion.

EXHIBIT D
MANAGER COMPENSATION

During the Term of this Agreement, Manager shall receive compensation from Owner in addition to the Compensation described in Exhibit B as follows:

1. Additional Base Management Fee;
2. Additional Deferred Management Incentive Fee;
3. Sponsorship and Advertising Compensation, Employee Compensation; and Reimbursed Expenses

1. **Additional Base Management Fee.** In addition to the Base Management Fee described in Exhibit B, beginning on November 1, 2021, and throughout the remainder of the Term, Owner shall pay to Manager equal monthly installments of Fifteen Thousand Dollars (\$15,000) per month. Each installment will be due and payable on the first day of each successive month.

2. **Deferred Management Incentive Fee.** To encourage Manager to grow revenues, Owner agrees to pay to Manager a Deferred Management Incentive Fee in addition to the Base Monthly Fee identified above. Owner will begin paying the Incentive Fee after the Parks and Recreation assets (excluding Cornerstone Park) achieve their first Five Hundred Thousand Dollars (\$500,000) in Gross Income in any given Operating Year. This performance fee is equal to the amount of five percent (5%) of Gross Income each month. Such calculations shall be made by Manager within 30 days of the ending of any operating month and paid to Manager within forty-five (45) days of such calculation being delivered to Owner.

3. **Sponsorship and Advertising Compensation, Payroll Compensation and Reimbursed Expenses.** Sponsorship and Advertising Compensation, Payroll Compensation and Reimbursed Expenses will all be governed by the same terms as described in Exhibit B and as amended herein.

EXHIBIT E

"FACILITY" IDENTIFICATION

CORNERSTONE PARK

STARKVILLE SPORTSPLEX

MCKEE PARK

WESTSIDE/J.L. KING PARK

MONCRIEF PARK

GEORGE EVANS PARK

JOSEY PARK

PATRIOT'S PARK

STARKVILLE HIGH SCHOOL TENNIS COURTS (in coordination with school)

OTHER LOCATIONS TO POTENTIALLY BE ADDED UPON AGREEMENT OF THE PARTIES AND
AN AMENDED EXHIBIT E SIGNED BY OWNER AND MANAGER

September 28, 2021

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

**RE: *Professional Services Agreement – Master Planning Services
Starkville Parks and Recreation Master Plan Update
Starkville, Mississippi***

Dear Mayor Spruill:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of Starkville ("Client") for providing Master Planning Services to update the design of 6 existing parks featured in the 2016 Comprehensive Parks and Recreation Master Plan ("Project") within the City of Starkville, Mississippi.

SCOPE OF SERVICES

The master planning scope of work consists of the Tasks listed below and are based on a pre-scope meeting with the City of Starkville on September 23, 2021. The master planning services will be limited to the following parks:

- McKee Park
- George Evans Park / Needmore Center
- Moncrief Park
- J.L. King Park
- Josey Park
- Patriot's Park

The Kimley-Horn team will provide the following services:

TASK 1 – PRE-PLANNING

The Pre-Planning task will consist of the following:

- Review the 2016 Comprehensive Parks and Recreation Master Plan and the outlined recommended improvements for the six existing parks listed above.
- Review available User Data provided by the Parks and Recreation Department of the various facilities in the existing parks.

- Prepare Base Maps for each park area by using publicly available aerial photography, GIS parcel and utility line data, and LIDAR topography. For McKee park, the existing topographic survey provided by the City of Starkville will be utilized as a base map. The Base Maps will be used during the production of the master plan drawings.
- Field observations will be performed by touring the parks with City Staff to better understand the existing site conditions and the extent of the desired master planned improvements.
- One pre-design meeting at Starkville City Hall will be held with the City Engineering Department and the Parks and Recreation Department to discuss the goals and visions for each park.
- An individual pre-design meeting with a designated stakeholder(s) for each park will be held in Starkville. Based on the pre-scope meeting, the designated stakeholder for each park is as follows:
 - McKee Park – Alderman Sandra Sistrunk
 - George Evans Park / Needmore Center – Alderman Mike Brooks
 - Moncrief Park – Alderman Hamp Beatty
 - J.L. King Park – Alderman Henry Vaughn and Alderman Roy A. Perkins
 - Josey Park – Alderman Henry Vaughn, Sr.
 - Patriot's Park – Alderman Ben Carver

TASK 2 – MASTER PLANNING

Utilizing the information collected in the previous task and the ideas discussed at the pre-design meetings, Kimley-Horn will develop an initial design concept for each park. The designs will incorporate the improvements discussed with the stakeholders, and they will include recommendations on the quantity and size of facilities/amenities in the parks based on industry best practices, city provided user data, and National Recreation and Park Association standards. An initial opinion of probable construction cost will be calculated for each park during this task.

During the pre-scope meeting the following improvements were discussed for each existing park and the scope of services is based on this list of desired improvements.

- McKee Park
 - Dog park, walking trail, and new restroom facility
 - Re-envision the park area with the understanding that the existing ballfields and associated buildings will be removed.
 - Assess drainage issues and assess need for new utility lines. City Engineering will provide direction on extent of drainage improvements and utility line upgrades. The cost and extent of the improvements will be reflected in the cost estimate.
- George Evans Park / Needmore Center
 - Removal of existing community center building and maintain basketball court
 - Re-envision the design and use of the entire park area

- Moncrief Park
 - Skate park, dog park upgrades, pavement upgrades, pool upgrades
 - Assess drainage issues, assess need for new utility lines. City Engineering will provide direction on extent of drainage improvements and utility line upgrades. The cost and extent of the improvements will be reflected in the cost estimate
- J.L. King Park
 - New restroom facility and new lighting
 - Parks and Recreation Department will provide lighting plan and lighting cost
 - City Engineering will provide direction on extent of drainage improvements. The cost and extent of the improvements will be reflected in the cost estimate
- Josey Park
 - New Playground and new pavilion
- Patriot's Park
 - New restroom facility, new pavilion, and parking lot upgrades

TASK 3 – MASTER PLAN DOCUMENTS

Upon completion of the initial design concepts, Kimley-Horn will have a follow-up meeting with the stakeholder(s) for each park to discuss the proposed improvements and an initial opinion of probable construction costs. Using feedback from the follow-up meetings, Kimley-Horn will develop refined Master Plan Documents for each park. The documents will consist of the following:

1. Master Plan Rendering on aerial photography of the proposed improvements for each park (24"x36" and 11"x17" format)
2. Opinion of Probable Construction Costs for each park
3. Character Imaging of proposed park elements
4. Park Improvement Narrative reflecting input received from stakeholder(s), city provided user data (if available), and National Recreation and Park Association standards that informed the design decisions

The Master Plan Documents will be formatted into an 11"x17" booklet.

TASK 4 – MASTER PLAN PRESENTATION

Kimley-Horn will prepare presentation boards (24"x36") consisting of the material outlined in Task 3 and deliver a presentation of the overall Master Plan for each park to the Board of Mayor and Alderman at a regularly scheduled work session. If any additional meetings or presentations are requested, those meetings will be handled as additional services and billed at our then current hourly rates.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope, as well as any changes in the scope by Client request, will be considered additional services and will be performed at our then current hourly rates.

SERVICES NOT INCLUDED

The following list of activities not included is provided for clarity as well as anything not described in the scope of work. Most can be provided upon request as additional services.

- Community Engagement meetings, other than listed above
- Public Input Surveys
- Construction Documents
- Architectural plans
- Grant Applications
- As-Built Survey

SCHEDULE

We will provide our services as expeditiously as practicable to meet the mutually agreed upon schedule.

Due to the everchanging circumstances surrounding the COVID-19 Virus, situations may arise during the performance of this Agreement that affect availability of resources and staff of Kimley-Horn, the client, other consultants, and public agencies. There could be changes in anticipated delivery times, jurisdictional approvals, and project costs. Kimley-Horn will exercise reasonable efforts to overcome the challenges presented by current circumstances, but Kimley-Horn will not be liable to Client for any delays, expenses, losses, or damages of any kind arising out of the impact of the COVID-19 Virus

INFORMATION TO BE PROVIDED BY THE CLIENT

Kimley-Horn will rely upon the accuracy and completeness of all documents, surveys, reports and plans provided by the Client, the Client's consultants, or by others for whom Kimley-Horn is not legally responsible. The Client acknowledges that verifying the accuracy and completeness of such items is not part of Kimley-Horn's scope of services.

The following is to be supplied by the Client in support of this proposal:

- Geographical Information Systems (GIS) data
- Previously completed plans and reports applicable to this project, in PDF format
- Park User Data

FEES AND BILLING

Kimley-Horn will perform the services listed as "Lump Sum" tasks for the lump sum labor fees included in the table below. Individual task amounts are informational only.

Lump Sum Tasks

TASK 1 – Pre-Planning	\$ 6,700
TASK 2 – Master Planning	\$ 13,000
TASK 3 – Master Plan Documents	\$ 18,000
TASK 4 – Master Plan Presentation	\$ 1,800
Expense Budget (As Incurred)	\$ 2,500

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Hourly fees will be billed on an hourly basis according to our then-current rates. Direct reimbursable expenses such as exhibit reproduction costs, delivery services, fees, travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client.

Payment will be due within 45 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to **City of Starkville, Mississippi**.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

- ✓ Please email all invoices to l.sprewill@cityofstarkville.org
- ✓ Please copy l.hardin@cityofstarkville.org

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us.

We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

Again, we appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Henry Minor, PLA, ASLA
Project Manager – Landscape Architect

DocuSigned by:

BEC900D787444D4

Drake Danley, PE
Assistant Secretary

City of Starkville

SIGNED: 

PRINTED NAME: D. Lynn Spruill

TITLE: Mayor - City of Starkville

Client's Federal Tax ID: 64-6001082

Client's Business License No.: n/a

Client's Street Address: 101 West Main Street
Starkville, MS 39759

Attachments: Standard Provisions

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
- (c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- (d) Arrange for access to the site and other property as required for the Consultant to provide its services.
- (e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
- (g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant as follows:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within ~~25~~ 45 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within ~~25~~ 45 days at the ~~maximum~~ rate allowed by law Mississippi Code Section 31-7-305. If the Client fails to make any payment due under this or any other agreement within ~~30~~ 50 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within ~~25~~ 45 days of receipt.
- ~~(d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.~~
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk. ~~and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom.~~ The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

~~(9) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section 9 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 9 shall require the Client to indemnify the Consultant.~~

~~(10) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.~~

~~(11) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.~~

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that

are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. ~~Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.~~

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, ~~and the Client waives any claims against the Consultant in any way connected thereto.~~

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

17. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKETS

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, to approve the City of Starkville Claims Dockets for all departments including Starkville Utilities, as of September 30, 2021 for fiscal years ending 9/30/21 and 9/30/22, 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.

Fiscal Year 9/30/21:

General Fund	001	\$ 219,261.47
Airport Fund	015	23,587.44
Sanitation	022	19,977.65
Industrial Park Bond	303	21,227.67
American Relief Fund	309	720.00
Public Improvement Bonds 2018	319	188,010.64
Park Bond - 2020	380	985,928.71
Sub Total Before Utilities		\$,1,458,713.58
Utilities Dept.	SED	829,253.21
Total Claims	Total	\$ 2,287,966.79

Fiscal Year 9/30/22:

General Fund	001	\$ 118,828.44
Airport Fund	015	2,500.00
Sanitation	022	29,768.59
Computer Assessments	107	175.00
Total Claims	Total	\$ 151,272.03

18. MOTION TO ADJOURN UNTIL OCTOBER 19, 2021 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Brooks, for the Board of Aldermen to adjourn the meeting until October 19, 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 _____, 2021.

D. LYNN SPRUILL, MAYOR

Attest:

LESA HARDIN, CITY CLERK

(SEAL)