

**MINUTES OF THE RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
November 16, 2021**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on November 16, 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:

The Mayor asked that Mayor's item A, Cotton Mill Marketplace TIF, be removed. Alderman Perkins asked that Mayor's item B, Proclamation, be added to consent. There being no other changes, the Mayor then called for a motion to approve the agenda with consent items.

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

Alderman Rupp offered a motion, duly seconded by Alderman Brooks, to approve the November 16, 2021 Official Agenda with changes. 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 and then read the consented items.

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
RECESS MEETING OF TUESDAY, NOVEMBER 16, 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 OCTOBER 29, 2021 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE NOVEMBER 2, 2021 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

Christmas Parade will be Monday, November 29, 2021 at 6 p.m.

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

1. PUBLIC HEARING AND CONSIDERATION OF VA 21-10 AND SE 21-09 A REQUEST FOR A VARIANCE AND SPECIAL EXCEPTION FROM WALL SIGN REQUIREMENTS FOR THE INNOVATION HUB LOCATED AT 301 EAST MAIN STREET IN A T-5D ZONING DISTRICT WITH THE PARCEL NUMBER 118P-00-210.00.

IX. MAYOR'S BUSINESS

~~A. CONSIDERATION OF APPROVAL OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING AND DIRECTING THE ISSUANCE OF TAX INCREMENT FINANCING REVENUE BONDS, SERIES 2021 (MSU PORTION OF THE COTTON MILL MARKETPLACE PROJECT), OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE MAXIMUM PRINCIPAL AMOUNT OF \$700,000 TO PROVIDE FUNDS FOR THE PURPOSE OF PAYING OR REIMBURSING THE COSTS OF CONSTRUCTING VARIOUS INFRASTRUCTURE IMPROVEMENTS FOR THE USE OR BENEFIT OF THE MSU PORTION OF THE COTTON MILL MARKETPLACE PROJECT, PURSUANT TO PLANS, INCLUDING THE TAX INCREMENT FINANCING PLAN, PRESENTED TO AND APPROVED BY THE MUNICIPALITY OF THE COTTON MILL TIF RESOLUTION.~~

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

C. CONSIDERATION OF A RESOLUTION TO ENGAGE KIMLEY-HORN FOR THE PURPOSE OF THE REDESIGN AND CONSTRUCTION OF MAIN STREET FROM CITY HALL TO INCLUDE MONTGOMERY STREET INTERSECTION AND TO PUT DANIEL HAVELIN IN CHARGE OF THE PROJECT WITH A COMMENSURATE PAY INCREASE FOR ADDITIONAL JOB RESPONSIBILITIES.

D. CONSIDERATION OF A CONTRACT WITH PARK MOBILE FOR A PAID PARKING SOLUTION FOR THE AREAS BEGINNING AT MONTGOMERY STREET EAST ALONG CORRIDORS WITH RETAIL AND MIXED-USE DEVELOPMENT.

E. CONSIDERATION OF CALLING FOR PUBLIC HEARINGS ON MODIFYING THE SANITATION AND ENVIRONMENTAL SERVICES ORDINANCE TO REFLECT THE CHANGES IN THE SANITATION OPERATION AND UPDATED STATUS OF SERVICES.

F. CONSIDERATION AND APPOINTMENT OF MR. DOLTON MCALPIN, THE SOLE APPLICANT, TO FILL AN EXPIRED TERM WITH THE STARKVILLE-OKTIBBEHA COUNTY PUBLIC LIBRARY BOARD OF TRUSTEES WITH A TERM TO EXPIRE SEPTEMBER 30, 2026.

X. BOARD BUSINESS

A. CONSIDERATION OF SEEKING QUOTES FOR THE CITY'S ANNUAL LIABILITY INSURANCE POLICY AND TO RECEIVE QUOTES FOR BOTH CONSENT-TO-SETTLE AND NON-CONSENT-TO-SETTLE OPTIONS.

B. CONSIDERATION OF STRIKING THE INSURANCE SURCHARGE OF \$75 PER MONTH FROM THE CITY'S COVID-19 EMPLOYEE VACCINATION POLICY.

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

1. CONSIDERATION OF AUTHORIZING THE MAYOR TO SIGN A LEGAL AND COMPLIANCE CERTIFICATION FOR THE SPRING STREET CONNECTOR TAP APPLICATION AND AUTHORIZATION TO COMPLETE ANY NECESSARY PAPERWORK IN ASSOCIATION WITH TAP APPLICATION OR ACTIVATION DOCUMENTS.

2. CONSIDERATION OF ACCEPTING THE LOW QUOTE FROM N.L. CARSON CONSTRUCTION TO DRIVE PILINGS FOR THE NEW BRIDGE FOR THE SPORTSPLEX OVERFLOW PARKING LOT ACCESS OFF SPRUILL INDUSTRIAL ROAD AND AUTHORIZE PURCHASE OF NECESSARY MATERIALS TO COMPLETE THIS PROJECT.

3. CONSIDERATION OF APPROVAL OF CHANGE ORDER #2 IN THE AMOUNT OF \$6,139.49 FOR THE SPORTSPLEX PARKING LOT FOR RELOCATION OF UNDERGROUND POWER CONDUIT TO LIGHT POLE NOT SHOWN ON PLANS.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF NOVEMBER 8, 2021 FOR FISCAL YEAR ENDING 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. ACCEPTANCE OF OCTOBER FINANCIAL STATEMENTS.

F. FIRE DEPARTMENT

1. CONSIDERATION TO ACCEPT HESTER CONCRETE INC OF MS THE LOWER OF TWO BIDS, TO COMPLETE THE DEMOLITION AND REPLACEMENT OF 1200 SQUARE FEET OF DAMAGED CONCRETE AT FIRE STATION 2 ON AIRPORT RD, AT A TOTAL SHARED COST BETWEEN THE AIRPORT AND THE FIRE DEPARTMENT OF \$12,295.80.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE HEATHER FAIR AS A PART-TIME RADIO OPERATOR (DISPATCHER) IN THE STARKVILLE POLICE DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE CINDY PERKINS AS A DEPUTY CLERK – ACCOUNT PAYABLE IN THE FINANCE DEPARTMENT.
3. REQUEST APPROVAL OF THE PROMOTION OF BILL FLOWERS TO THE RANK OF LIEUTENANT AND TRENT HELMS TO THE RANK OF SERGEANT IN THE STARKVILLE FIRE DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE LASHONDA WILSON AS AN ADMINISTRATIVE ASSISTANT IN THE STARKVILLE UTILITIES DEPARTMENT.
5. REQUEST AUTHORIZATION TO HIRE KAVIE FRAZIER AS A DRIVER IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.

H. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL TO ENTER INTO A SERVICE PROPOSAL WITH SYNERGETICS FOR NETWORK SERVICES AND TRAINING RELATING TO THE NEW PHONE SYSTEM TO BE PAID IN THREE MONTHLY PAYMENTS FOR A TOTAL OF \$25,000.

I. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

J. POLICE DEPARTMENT

1. POLICE

1. REQUEST APPROVAL TO DECLARE A 2007 FORD CROWN VICTORIA, SERIAL NUMBER ENDING 1897, A 2010 FORD CROWN VICTORIA SERIAL NUMBER ENDING 7321 AND A 2010 FORD CROWN VICTORIA SERIAL NUMBER ENDING 7333 AS SURPLUS PROPERTY AND AUTHORIZATION TO BE SOLD ON GOVDEALS.COM TO THE BEST OR HIGHEST BIDDER.

2. REQUEST THE PURCHASE OF COVERT CAMERA BAIT CAR SYSTEM AT THE LOWEST OF TWO QUOTES FROM COVERT TRACK GROUP INC. AT A TOTAL COST OF \$7,035.00, WHICH IS 100% REIMBURSABLE THROUGH THE HOT SPOT JUSTICE ASSISTANCE GRANT.

2. CODE ENFORCEMENT
THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT
THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT WITH SEVEN STATES POWER CORPORATION FOR CONSULTING SERVICES AND INITIATE TASK ORDER #1.

2. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM SEL (SCHWEITZER ENGINEERING LABORATORIES) FOR FOUR (4) SEL PUMP AUTOMATION CONTROLLERS IN THE AMOUNT OF \$11,000.00.

3. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES TO PROVIDE ENGINEERING SERVICES FOR WATER AND SEWER PROJECTS.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. ADJOURN UNTIL DECEMBER 7, 2021 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

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

Consent items 2 – 23:

2. CONSIDERATION OF THE MINUTES OF THE OCTOBER 29, 2021 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the October 29, 2021 work session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the November 2, 2021 meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval of extending the Proclamation of a local emergency due to the Covid-19 virus for an additional thirty (30) days” is enumerated, this consent item is thereby approved.

PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY City of Starkville, Oktibbeha County, Mississippi

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

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

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

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

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

DATE: November 16, 2021

Mayor, D. Lynn Spruill

ATTEST:

City Clerk, Lesa Hardin

5. CONSIDERATION OF CALLING FOR PUBLIC HEARINGS ON MODIFYING THE SANITATION AND ENVIRONMENTAL SERVICES ORDINANCE TO REFLECT THE CHANGES IN THE SANITATION OPERATION AND UPDATED STATUS OF SERVICES.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval of calling for public hearings on revising the Sanitation Ordinance to reflect the current operations and to address recycling changes” is enumerated, this consent item is thereby approved.

6. CONSIDERATION AND APPOINTMENT OF MR. DOLTON MCALPIN, THE SOLE APPLICANT, TO FILL AN EXPIRED TERM WITH THE STARKVILLE-OKTIBBEHA COUNTY PUBLIC LIBRARY BOARD OF TRUSTEES WITH A TERM TO EXPIRE SEPTEMBER 30, 2026.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 16, 2021 Official Agenda, and to accept items for consent, whereby the “appointment of Mr. Dolton McAlpin, the sole applicant to fill an expired term with the Starkville-Oktibbeha County Public Library Board of Trustees. The term for this position will expire on September 30, 2026” is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF SEEKING QUOTES FOR THE CITY’S ANNUAL LIABILITY INSURANCE POLICY AND TO RECEIVE QUOTES FOR BOTH CONSENT-TO-SETTLE AND NON-CONSENT-TO-SETTLE OPTIONS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval of seeking quotes for the City’s annual liability insurance policy and to receive quotes for both consent-to-settle and non-consent-to-settle provisions” is enumerated, this consent item is thereby approved.

8. CONSIDERATION OF AUTHORIZING THE MAYOR TO SIGN A LEGAL AND COMPLIANCE CERTIFICATION FOR THE SPRING STREET CONNECTOR TAP APPLICATION AND AUTHORIZATION TO COMPLETE ANY NECESSARY PAPERWORK IN ASSOCIATION WITH TAP APPLICATION OR ACTIVATION DOCUMENTS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval of authorizing the Mayor to sign a legal and compliance certification for the Spring Street connector TAP application and authorization to complete any necessary paperwork in association with TAP Application or activation documents” is enumerated, this consent item is thereby approved.

9. CONSIDERATION OF ACCEPTING THE LOW QUOTE FROM N.L. CARSON CONSTRUCTION TO DRIVE PILINGS FOR THE NEW BRIDGE FOR THE SPORTSPLEX OVERFLOW PARKING LOT ACCESS OFF SPRUILL INDUSTRIAL ROAD AND AUTHORIZE PURCHASE OF NECESSARY MATERIALS TO COMPLETE THIS PROJECT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval of accepting the low quote in the amount of \$ 29,470.00 from N.L. Carson Construction to drive pilings for the new bridge for the Sportsplex overflow parking lot access off Spruill Industrial Road and authorize purchase of necessary materials to complete this project” is enumerated, this consent item is thereby approved.

Quotes received from 2 contractors: NL Carson Construction - \$29, 470 and Joe McGee Construction - \$115,500.

10. CONSIDERATION OF APPROVAL OF CHANGE ORDER #2 IN THE AMOUNT OF \$6,139.49 FOR THE SPORTSPLEX PARKING LOT FOR RELOCATION OF UNDERGROUND POWER CONDUIT TO LIGHT POLE NOT SHOWN ON PLANS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval of Change Order #2 in the amount of \$6,139.49 for the Sportsplex parking lot for relocation of underground power conduit to light pole not shown on plans” is enumerated, this consent item is thereby approved. The Change Order follows this page.

11. ACCEPTANCE OF OCTOBER FINANCIAL STATEMENTS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 16, 2021 Official Agenda, and to accept items for consent, whereby the “acceptance of the October 2021 Financial Statements” is enumerated, this consent item is thereby approved.

12. CONSIDERATION TO ACCEPT HESTER CONCRETE INC OF MS THE LOWER OF TWO BIDS, TO COMPLETE THE DEMOLITION AND REPLACEMENT OF 1200 SQUARE FEET OF DAMAGED CONCRETE AT FIRE STATION 2 ON AIRPORT RD, AT A TOTAL SHARED COST BETWEEN THE AIRPORT AND THE FIRE DEPARTMENT OF \$12,295.80.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval of Hester Concrete INC of MS to complete the demolition and replacement of 1320 square feet of damaged concrete at Fire Station 2 on Airport Rd, at a total cost of \$12,295.80 to be shared between the Airport and the Fire Departments” is enumerated, this consent item is thereby approved.

Quotes received from 2 contractors: Hester Concrete - \$12,295.80 and Friendly Craftsman - \$15,600.00

13. CONSIDERATION TO HIRE HEATHER FAIR AS A PART-TIME RADIO OPERATOR (DISPATCHER) IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Heather Fair as a part-time Radio Operator (Dispatcher)” is enumerated, this consent item is thereby approved.

Change Order

No. 2

Date of Issuance: _____ Effective Date: _____

Project: Starkville Sportsplex Improvements, Contract B	Owner: City of Starkville	Owner's Contract No.: 21031
Contract: Starkville Sportsplex Improvements, Contract B		Date of Contract: 07/12/21
Contractor: Gregory Construction		Engineer's Project No.: 21031

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Relocate and Repair Underground Power Conduit

Reason for Change Order: Underground power line to light pole was not shown on plans and needs to be relocated out of the new detention pond.

Attachments (list documents supporting change):

None

CHANGE IN CONTRACT PRICE:

Original Estimated Contract Price:

\$851,300.00

Increase from previously approved Contract to No. 2:

\$0.00

Contract Price prior to this Change Order:

\$853,897.25

Increase of this Change Order:

\$6,139.49

Contract Price incorporating Change Order:

\$857,439.49

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): 1/5/22

Ready for final payment (days or date): 1/5/22

Increase from previously approved Change Orders to No. 2:

Substantial completion (days): 7

Ready for final payment (days): 7

Contract Times prior to this Change Order:

Substantial completion (days or date): 1/12/22

Ready for final payment (days or date): 1/12/22

Increase of this Change Order:

Substantial completion (days or date): 1/12/22

Ready for final payment (days or date): 1/12/22

Contract Times with all approved Change Orders:

Substantial completion (days or date): 1/12/22

Ready for final payment (days or date): 1/12/22

RECOMMENDED:

By: _____

Engineer (Authorized Signature)

Date: _____

ACCEPTED:

By: _____

Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____

Contractor (Authorized Signature)

Date: _____

14. CONSIDERATION TO HIRE CINDY PERKINS AS A DEPUTY CLERK – ACCOUNT PAYABLE IN THE FINANCE DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Cindy Perkins as a Deputy Clerk/Accounts Payable in the Finance Department” is enumerated, this consent item is thereby approved.

15. CONSIDERATION OF APPROVAL OF THE PROMOTION OF BILL FLOWERS TO THE RANK OF LIEUTENANT AND TRENT HELMS TO THE RANK OF SERGEANT IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the promotion of Bill Flowers to the rank of Lieutenant and Trent Helms to the rank of Sergeant in the Starkville Fire Department” is enumerated, this consent item is thereby approved.

16. CONSIDERATION TO HIRE LASHONDA WILSON AS AN ADMINISTRATIVE ASSISTANT IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Lashonda Wilson as an Administrative Assistant in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

17. CONSIDERATION TO HIRE KAVIE FRAZIER AS A DRIVER IN THE SANITATION /ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Kavie Frazier as a Driver in the Sanitation/Environmental Services Department” is enumerated, this consent item is thereby approved.

18. CONSIDERATION TO ENTER INTO A SERVICE PROPOSAL WITH SYNERGETICS FOR NETWORK SERVICES AND TRAINING RELATING TO THE NEW PHONE SYSTEM TO BE PAID IN THREE MONTHLY PAYMENTS FOR A TOTAL OF \$25,000.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval to enter into a service proposal with Synergetics for network services and training relating to the new phone system to be paid in three monthly payments for a total of \$25,000” is enumerated, this consent item is thereby approved.

19. CONSIDERATION TO DECLARE A 2007 FORD CROWN VICTORIA, SERIAL NUMBER ENDING 1897, A 2010 FORD CROWN VICTORIA SERIAL NUMBER ENDING 7321 AND A 2010 FORD CROWN VICTORIA SERIAL NUMBER ENDING 7333 AS SURPLUS PROPERTY AND AUTHORIZATION TO BE SOLD ON GOVDEALS.COM TO THE BEST OR HIGHEST BIDDER.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval to declare a 2007 Ford Crown Victoria, serial number ending 1897, a 2010 Ford Crown Victoria serial number ending 7321 and a 2010 Ford Crown Victoria Serial number ending 7333 and to sell on govdeals.com to the best or highest bidder” is enumerated, this consent item is thereby approved.

20. CONSIDERATION TO PURCHASE A COVERT CAMERA BAIT CAR SYSTEM AT THE LOWEST OF TWO QUOTES FROM COVERT TRACK GROUP INC. AT A TOTAL COST OF \$7,035.00, WHICH IS 100% REIMBURSABLE THROUGH THE HOT SPOT JUSTICE ASSISTANCE GRANT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the purchase of a covert camera bait car system at the lowest of two quotes from Covert Track Group Inc. at a total cost of \$7,035.00, which is 100% reimbursable through the Hot Spot Justice Assistance Grant” is enumerated, this consent item is thereby approved.

Quotes Received: Covert Track Group - \$7,035.00 and Cover Law Enforcement - \$7,900.00

21. CONSIDERATION FOR STARKVILLE UTILITIES TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT WITH SEVEN STATES POWER CORPORATION FOR CONSULTING SERVICES AND INITIATE TASK ORDER #1.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval for Starkville Utilities to enter into a professional service agreement with Seven States Power Corporation for consulting services and initiate task order #1” is enumerated, this consent item is thereby approved. This Agreement follows this page.

22. CONSIDERATION TO ACCEPT THE LOWEST QUOTE FROM SEL (SCHWEITZER ENGINEERING LABORATORIES) FOR FOUR (4) SEL PUMP AUTOMATION CONTROLLERS IN THE AMOUNT OF \$11,000.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval to accept the lowest quote from SEL (Schweitzer Engineering Laboratories) for four (4) SEL pump automation controllers in the amount of \$11,000.00” is enumerated, this consent item is thereby approved.

Quotes Received: SEL - \$ 11,000.00 and Hawk SCADA - \$12,650.00

23. CONSIDERATION FOR STARKVILLE UTILITIES TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES TO PROVIDE ENGINEERING SERVICES FOR WATER AND SEWER PROJECTS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 16, 2021 Official Agenda, and to accept items for consent, whereby the “approval for Starkville Utilities to enter into a professional service agreement with Kimley-Horn and Associates to provide engineering services for water and sewer projects” is enumerated, this consent item is thereby approved. The Kimley-Horn Agreement follows the Seven States Agreement.

MASTER AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT, made and entered into as of the 16th day of November, 2021, by and between **STARKVILLE UTILITIES** (hereinafter referred to as "**Member**"), an electric system of the City of Starkville, Mississippi and **Seven States Power Corporation**, a nonprofit cooperative corporation organized and existing under the laws of the State of Tennessee (hereinafter referred to as "**Seven States**").

WITNESSETH:

WHEREAS, MEMBER from time to time requires consulting services in connection with aspects of the management and operation of its utility system; and

WHEREAS, SEVEN STATES is willing to provide consulting services as MEMBER's consultant in those assignments to which this Agreement applies,

NOW, THEREFORE, MEMBER and SEVEN STATES mutually agree as follows:

1. Pursuant to the terms and conditions of this Agreement, SEVEN STATES shall perform the consulting services, in the nature of project management and/or project coordination, on such projects as are more particularly described on any one or more Scope of Work Addenda now or hereafter completed and executed by MEMBER and SEVEN STATES (the "Services"), which Scope of Work Addenda may be in the form as attached hereto as **Exhibit A**, and which indicate that they otherwise are intended to be governed by this Agreement. Each Scope of Work Addendum executed between the Parties will be deemed to be a separate contract, incorporating the terms of this Agreement. The Services provided under this Agreement do not include any licensed professional services including, by way of example, accounting, engineering, construction, or legal services. In the course of performing the Services, MEMBER agrees that it hereby vests SEVEN STATES with authority to contact, engage with, communicate with, and negotiate with, on behalf of MEMBER, third-parties, including but not limited to the Tennessee Valley Authority and governmental offices, departments, and authorities; provided however, nothing in this authorization permits SEVEN STATES to enter into any contracts or other binding legal obligations on behalf of MEMBER.

2. In consideration of the Services performed by SEVEN STATES under this Agreement, MEMBER shall pay SEVEN STATES as set forth in the applicable Scope of Work Addendum.

3. SEVEN STATES will invoice MEMBER for progress payments as set forth in the applicable Scope of Work Addendum, provided that the final progress payment shall not be due until such time as the applicable portion of the scope of work is complete in all material respects. Invoices submitted by SEVEN STATES to MEMBER are due and payable within thirty (30) days of receipt of same by MEMBER. Fees charged by Seven States are exclusive of, and MEMBER is responsible for (and Seven States may invoice Member for), any federal, state, and local taxes on the services provided

under this Agreement (except for any federal, state or local taxes levied on the income of SEVEN STATES). This Agreement may be suspended by SEVEN STATES without notice if payment is sixty (60) days in arrears or it may be terminated by SEVEN STATES if payment is ninety (90) days in arrears.

4. All invoices shall be sent to:

200 North Lafayette Street
Starkville, MS 39759

5. SEVEN STATES shall indemnify and hold harmless MEMBER, its board members (or members of its governing body), management and employees from and against all costs (including and not limited to attorneys' fees and expenses), claims, suits, actions, causes of action, orders, judgments, and decrees entered by reason of or as a result of the negligent performance or failure of SEVEN STATES to perform its Services under this Agreement.

6. Title VI: SEVEN STATES agrees that it will comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by MEMBER to the effect that no person shall, on the grounds of race, color, or national origin, be excluded from participating in, or denied the benefits of, or be subject to discrimination under any program or activities for which MEMBER received Federal Financial Assistance. SEVEN STATES agrees to compile appropriate data, maintain records, and submit reports as required to permit effective enforcement of Title VI. If there are any violations of this assurance, MEMBER shall have the right to recommend corrective actions or to seek administrative enforcement of this assurance.

7. SEVEN STATES shall maintain during the life of this Agreement, the following insurance covering SEVEN STATES and all employees utilized by SEVEN STATES during the term of this Agreement.

- A. Worker's Compensation and Employers' Liability Insurance - providing coverage in compliance with the laws of the State of Tennessee and with Employers Liability limits sufficient to be scheduled as covered an underlying policy in the umbrella/excess.
- B. Comprehensive General Liability (Bodily Injury and Property Damage) Insurance on an occurrence basis including personal and advertising injury, in an amount not less than \$1,000,000.00 per occurrence, \$1,000,000.00 aggregate.
- C. Automobile Liability Insurance covering any auto – Bodily injury and property damage combined single limit - \$1,000,000.00 on each occurrence.

8. Either MEMBER or SEVEN STATES may terminate this Agreement with or without cause by giving the other party thirty (30) days' notice that shall specify the date of termination; and either party may terminate any one or more specific Scope of

Work Addenda in accordance with this provision, in which case any additional outstanding Scope of Work Addenda will be deemed to be continuing in effect as separate contracts. Upon termination of this Agreement by MEMBER without cause or by SEVEN STATES with cause, SEVEN STATES may cease performance of the Services and shall be entitled to payment (to the extent not already received) in the following amounts:

- A. For Services performed on an hourly basis, 100% of the fees due for Services actually performed through the date of termination, at the agreed hourly rate based on SEVEN STATES' reasonable estimate of the time incurred through the date of termination, but in no event to exceed any "not to exceed" amount for such Services forth in the applicable Scope of Work Addendum.
- B. For Services performed on a "fixed fee" basis, an amount equal to one of the following, as determined by SEVEN STATES: (i) an amount determined by multiplying the fixed fee assigned to each Service by the percentage of completion of each Service through the date of termination, as reasonably determined by SEVEN STATES; or (ii) an amount determined by multiplying SEVEN STATES' reasonable estimate of the time incurred for such Services through the date of termination by an hourly rate of \$250 per hour, but in no event to exceed the fixed fee pricing for each such Service as set forth in the applicable Scope of Work Addendum.
- C. SEVEN STATES shall also be entitled to an additional termination fee equal to [INSERT APPROPRIATE PERCENTAGE ____] percent of the "not to exceed" and/or fixed fee amounts set forth in the applicable Scope of Work Addendum, but in no event will the total payment to SEVEN STATES under A. and/or B. and this provision exceed the amounts set forth in the applicable fee provisions of the applicable Scope of Work Addendum.
- D. 100% of any out-of-pocket expenses incurred by SEVEN STATES in the course of performing the Services through the date of termination (including customary reimbursements for expenses such as mileage and meals/travel expenses), and any taxes payable by MEMBER hereunder.

In the case of termination by MEMBER with cause or by SEVEN STATES without cause, SEVEN STATES shall only be entitled to compensation in an amount equal to the reasonable value of Services provided prior to termination, not to exceed the amounts set forth in the applicable Scope of Work Addendum.

9. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, written or oral, between the parties on said subject matter. This Agreement and any applicable authorizations may not be modified, amended, or changed in any manner, nor shall any waiver of any provision of the same be effective except by an instrument in writing signed by the party against whom enforcement of such modification, amendment, change or waiver is sought.

10. Neither MEMBER nor SEVEN STATES may assign or transfer their respective duties or interests in this Agreement without the written consent of the other party.

11. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms hereof, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12. It is expressly understood that SEVEN STATES is an independent contractor and that nothing in this Agreement shall be construed to designate SEVEN STATES or any of SEVEN STATES' principals, employees, consultants or subcontractors, as servants, agents, partners, joint ventures or employees of MEMBER. The independent contractor relationship established under this Agreement is non-exclusive, and nothing in this Agreement will operate to prohibit SEVEN STATES from providing similar services to other members of SEVEN STATES or to other local power companies.

13. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGE OF ANY KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, CLAIMS OF LOSS OF USE, DATA, PROFITS OR REVENUE OR OTHER ECONOMIC LOSS, REGARDLESS OF THE FORM OF ACTION OR THE THEORY OF RECOVERY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. SEVEN STATES retains exclusive title and ownership of all deliverables provided under the scope of work and/or purchase order. The work performed herein shall not be considered "work for hire" and SEVEN STATES grants MEMBER a personal, nontransferable, nonexclusive license to use the deliverables for internal business purposes only.

15. To the extent that the Services provided under this Agreement involve consultation in connection with the design, development or implementation of a solar generation project or an electric vehicle charging infrastructure project, MEMBER grants SEVEN STATES the right to access, upon reasonable request and at no additional cost to MEMBER, all data relating to power supply generation (in the case of a solar project) and electric vehicle charging station utilization and energy consumption (in the case of electric vehicle charging infrastructure) for the term of this Agreement. The rights of access under this section shall survive termination, expiration and/or completion of this Agreement and shall continue for so long as the applicable project is in commercial operation. MEMBER grants SEVEN STATES a personal, nontransferable, nonexclusive license to use such information for its internal business purposes. Notwithstanding the provisions of Section 16, below, SEVEN STATES may also use such information in connection with analysis, reports, presentations and other publications that are provided

or made available to one or more third parties, so long as such information is provided on an anonymous or aggregated basis and is not readily identifiable with MEMBER or MEMBER's solar or electric vehicle infrastructure project.

16. To the extent that SEVEN STATES assists MEMBER with soliciting responses to a request for proposals, request for information or other similar procurement document, SEVEN STATES further agrees, to the extent permitted by applicable law, to comply with any limitations on the use of the responding parties' confidential information that SEVEN STATES and MEMBER specify in the applicable request for proposals, request for information or other similar document.

17. This Agreement may be executed in multiple counterparts and by electronic (or facsimile) signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

MEMBER Requisition Number: _____

Initiated by
MEMBER Project Manager: _____
Date: _____
(Print Name)

Department Approval
MEMBER Department Manager: _____ Date: _____

(Signature)

(Print Name)

ACCEPTED BY:

SEVEN STATES POWER CORPORATION

By : Betsey Kirk McCall Date: November 18, 2021
(Signature)

Betsey Kirk McCall

(Print Name)

Its : President & CEO
(Title)

AUTHORIZATION BY:

STARKVILLE UTILITIES

By : [Signature] Date: Nov. 17, 2021
(Signature)

TERRY W KEMP
(Print Name)

Its : General Manager
(Title)



**TASK Order #1
FOR PROFESSIONAL SERVICES
STARKVILLE UTILITIES**

In accordance with the Professional Services Agreement between Starkville Utilities (Member) and Seven States Power Corporation (Seven States), dated [Month Date, Year] ("Agreement"), Member and Seven States agree as follows:

1. **Specific Project Title:** Starkville Utilities Assessment of Options under the TVA Flexibility Agreement.
2. **Description:** This Task Order is to provide Starkville Utilities an assessment of options under the TVA Flexibility Offering and to provide recommendations regarding participation in the program.
3. **Scope of Services:** The scope of services includes the assessment of current and potential future options for Starkville Utilities under the TVA Flexibility Option and the preparation by Seven States of a Flexibility Assessment and Recommendations Report for Starkville Utilities.
4. **Client's Responsibilities:** As indicated in Professional Services agreement and to provide input and load profile information as needed.
5. **Not Included:** Travel expenses.
6. **Schedule:** Upon signature of this Task Order Seven States will deliver the Flexibility Generation Assessment and Recommendations Report within four (4) Weeks.

7. Payment to Seven States:

- a. Seven States proposes to perform this Task Order on a lump sum basis. The total compensation to Seven States for the services identified by this Task Order shall be identified by the table below:

Work Item	Fee
Flexibility Assessment and Recommendations Report	\$3,000

- b. Amounts included in the table above are "Not to Exceed" amounts unless Member and Seven States mutually agree in writing to amend the scope and associated fee.
 - c. If Member and Seven States agree to stop work on Task Order, hours completed will be billed at \$250/hr.
- 8. Travel:** Seven States does not anticipate that travel will be required.
- a. Travel Expenses are in addition to the "Not to Exceed" amount and will be included only if Member and Seven States mutually agree in writing that travel is required.
 - b. Travel expenses are billed at cost plus 5%.
- 9. Subconsultants:** Seven States does not intend to utilize subconsultants on this Task Order.

10. Other Amendments to Professional Services Agreement: None.

SEVEN STATES POWER CORPORATION

By: Betsy Kirk McCall Date: November 18, 2021
(Signature)

Betsy Kirk McCall
(Print Name)

Its: President & CEO
(Title)

STARKVILLE UTILITIES

By: TERRY W KEMP Date: Nov. 18, 2021
(Signature)

TERRY W KEMP
(Print Name)

Its: General Manager
(Title)

**(MODIFIED) STANDARD MASTER AGREEMENT BETWEEN CLIENT AND
KIMLEY-HORN AND ASSOCIATES, INC. FOR CONTINUING PROFESSIONAL SERVICES**

THIS AGREEMENT is made this ____ day of _____, 20__, by and between STARKVILLE UTILITIES ("the Client") and KIMLEY-HORN AND ASSOCIATES, INC. ("the Consultant"). This Agreement sets forth the terms whereby Kimley-Horn, or an affiliated company, will provide professional services on one or more projects (with respect to each engagement "the Project"), with the specifics of each engagement to be set forth in an Individual Project Order ("IPO"). If the IPO is executed by an affiliated company of Kimley-Horn, the IPO shall incorporate the terms of this Agreement as if signed by the affiliated company.

AGREEMENT

- (1) **Scope of Services and Additional Services.** The Consultant will perform only services set forth in IPO's ("the Services"). 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 the performance of 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. The services to be provided under this agreement are anticipated (but not limited) to include planning and design services related to water and sewer improvements. Each task will be scoped within the IPO describing the agreed upon services to be performed and will be supplied with a not-to-exceed amount for the task. Tasks can only be engaged in through written authorization from the Client's authorized representative.
- (2) **Client's Responsibilities.** In addition to other responsibilities in this Agreement 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 Client 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, and environmental information, etc., all of which the Consultant may rely upon.
 - (d) Provide for access to the project 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 for all government authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary.

(g) Obtain any independent accounting, legal, insurance cost estimating, and feasibility services as the Client may require.

(h) Give prompt written notice to the Consultant whenever the Client observes or otherwise becomes aware of any development that affects the Consultant's services, or any defect or nonconformance in any aspect of the Project.

(3) Period of Services. This Agreement and the rates of compensation in IPO's are agreed to in anticipation of conditions permitting orderly and continuous progress of the Project through completion of the Services. The Consultant shall begin work on each IPO after receipt of a fully executed copy of the IPO. The times for performance shall be extended as necessary for periods of suspension or delay resulting from circumstances the Consultant does not control. If such suspension or delay extends for more than six months, the rates of compensation shall be renegotiated.

(4) Compensation for Services. The Consultant's compensation shall be computed on the basis set forth herein, unless otherwise stated in the IPO. The Client shall pay the Consultant 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. If the Consultant's compensation is on an hourly labor fee basis, estimated fees and expenses may be set forth in the IPO in question. Services undertaken or expenses incurred by the Consultant exceeding any estimates set forth in the IPO shall be the liability of the Client.

(5) Method of Payment.

(a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 45 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held and applied against the final invoice. Interest will be added to accounts not paid within 45 days at the maximum rate allowed by law. If the Client fails to make any payment due the Consultant under this or any other agreement within 45 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 in full.

(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 any charge on an invoice, it shall so advise the Consultant in writing giving its reasons within fourteen (14) days of receipt of the invoice or all such objections shall be waived and the amount stated in the invoice shall conclusively be deemed due and owing. If the Client objects on only a portion of the invoice, payment for all other portions remains due within 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 billing rates, of the time devoted to such proceedings by its employees.

(e) The Client agrees that payment to the Consultant is not subject to any contingency. 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 the right of the Consultant to collect additional amounts from the Client.

(6) Use of Documents. All documents, data, and programs prepared by the Consultant are related exclusively to the services described in the IPO 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 the Project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization by the Consultant will be at the Client's sole risk. 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 the IPO. 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.

(7) 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 the costs of construction and materials, are made solely based on its judgment a professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of cost prepared by it. If at any time the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator to make such determination. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services by the Client.

(8) Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) 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 will be paid for all services rendered to the effective date of termination, all expenses subject to reimbursement, and other reasonable expenses incurred by the Consultant as a result of such termination.

(9) 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.

(10) Omitted.

(11) Omitted.

(12) 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 responsibility 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.

(13) 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.

(14) Dispute Resolution. All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation as a condition precedent to litigation.

(15) Hazardous Substances. 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.

(16) 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.

(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 for 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.

(17) No Third-Party Beneficiaries; Assignment and Subcontracting. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Consultant and not for the benefit of any other party. The Client shall not assign, sublet or transfer any rights under or interest in this Agreement or any claim arising out of the performance of services by the 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, it will maintain the agreed-upon billing rates for services identified in this Agreement or the IPO, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(18) Confidentiality. The Client hereby 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. Notwithstanding the foregoing, with respect to any facts, data or information specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of such identified material.

(19) Miscellaneous Provisions. This Agreement is to be governed by the law of the State in

which the Project is located. This Agreement and each executed IPO contain the entire and fully integrated agreement between the parties, and supersede 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 document executed by both the Consultant and the Client. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof. 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.

The parties have made and executed this Agreement as of the day and year first above written.

CLIENT: _____

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY: David L. Martin

ITS: _____

ITS: SENIOR VICE PRESIDENT

ATTEST: _____

ATTEST: Elizabeth Johnson

INDIVIDUAL PROJECT ORDER NUMBER _____

Describing a specific agreement between KIMLEY-HORN AND ASSOCIATES, INC. (the Consultant), and STARKVILLE UTILITIES (the Client) in accordance with the terms of the (Modified) Standard Master Agreement for Continuing Professional Services dated _____, which is incorporated herein by reference.

Identification of Project:

Project Name:
KH Project Manager:
Project Number:

Specific scope of Basic Services:

Additional Services if required:

Schedule:

Deliverables:

Terms of compensation:

Other special terms of Individual Project Order:

ACCEPTED:

STARKVILLE UTILITIES

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY: _____

TITLE: _____

TITLE: _____

P.E. No.: _____

DATE: _____

DATE: _____

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client						
Mailing Address for Invoices						
Federal ID Number						
Contact for Billing Inquiries						
Contact's Phone and e-mail						
Client is (check one)	Owner	☐	Agent for Owner	☐	Unrelated to Owner	☐

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill congratulated the MSU football team on their recent win over Auburn. The Mayor encouraged all to attend See the Clydesdales December 3 at 6 p.m. on Main Street.

BOARD OF ALDERMEN COMMENTS:

Alderman Carver thanked everyone that assisted with Bulldog Bash and in making it a fun and safe event.

Alderman Rupp invited the public to a guitar concert Thursday, November 18 at 6 p.m. at the Starkville Community Theater to hear youth play guitars they built themselves.

Alderman Beatty noted the new Christmas decorations on Main Street and thanked all that participated in obtaining them.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, encouraged all to be safe during the holiday season and to take care of their neighbors.

PUBLIC APPEARANCE: None

PUBLIC HEARINGS:

PUBLIC HEARING AND CONSIDERATION OF VA 21-10 AND SE 21-09: A REQUEST FOR A VARIANCE AND SPECIAL EXCEPTION FROM WALL SIGN REQUIREMENTS FOR THE INNOVATION HUB LOCATED AT 301 EAST MAIN STREET IN A T-5D ZONING DISTRICT WITH THE PARCEL NUMBER 118P-00-210.00.

Daniel Havelin, City Planner, and Odie Avery, Assistant City Planner, presented VA 21-10 and SE 21-09: a request for a variance and special exception from wall sign requirements for the Innovation Hub located at 301 East Main Street in a T-5D zoning district with the parcel number 118P-00-210.00. This is a request by Marc McGee of Mississippi State University Research and Technology Corporation on behalf of Innovation HUB for a variance on wall sign size requirements and a special exception to allow for an internally illuminated sign. The applicant is proposing to install an internally lit "M State" sign on the north (rear) and south (front) sides of the building. The front elevation of the building is approximately 65 feet from the right-of-way. The variance request is from the height of both signs and the height of the font of both signs. The proposed wall signs exceed the maximum dimensions of 3' tall and the maximum font height of 18". The applicant is also seeking a special exception to deviate from the development requirements to allow for an internally illuminated sign in a T-5D zoning district.

Mayor Spruill opened the Public Hearing.

There being no comments, the Mayor closed the Public Hearing.

24. CONSIDERATION OF VA 21-10 AND SE 21-09.

Alderman Rupp, duly seconded by Alderman Brooks, offered a motion approving VA 21-10 and SE 21-09 to allow for a variance and special exception from wall sign requirements for the Innovation Hub located at 301 East Main Street. 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: Absent

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

25. CONSIDERATION OF A RESOLUTION TO ENGAGE KIMLEY-HORN FOR THE PURPOSE OF THE REDESIGN AND CONSTRUCTION OF MAIN STREET FROM CITY HALL TO INCLUDE MONTGOMERY STREET INTERSECTION AND TO PUT DANIEL HAVELIN IN CHARGE OF THE PROJECT WITH A COMMENSURATE PAY INCREASE FOR ADDITIONAL JOB RESPONSIBILITIES.

Alderman Sistrunk, duly seconded by Alderman Brooks, offered a motion approving a resolution supporting the engagement of Kimley-Horn to design and provide construction drawings for the redesign and development of downtown Starkville from city hall to and including Montgomery Street and to designate Daniel Havelin as the point person with a commensurate salary of \$78,000 for the duration of the project to its completion. 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 resolution follows this page.

26. CONSIDERATION OF A CONTRACT WITH PARK MOBILE FOR A PAID PARKING SOLUTION FOR THE AREAS BEGINNING AT MONTGOMERY STREET EAST ALONG CORRIDORS WITH RETAIL AND MIXED-USE DEVELOPMENT.

Alderman Sistrunk, duly seconded by Alderman Rupp, offered a motion entering into an agreement with Park Mobile to provide paid parking from Montgomery Street east to the Cotton District, Russell Street and areas that include retail and residential mixed use. 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 Park Mobile Contract follows the Kimley-Horn resolution

RESOLUTION TO SUPPORT THE REDESIGN AND RECONSTRUCTION OF MAIN STREET IN STARKVILLE AND TO ENGAGE KIMLEY HORN TO DEVELOP A FINAL DESIGN AND CONSTRUCTION DOCUMENTS TO EFFECTUATE THAT PLAN AND TO APPOINT CITY PLANNER, DANIEL HAVELIN AS THE CITY POINT OF CONTACT FOR ALL PHASES OF THE PROJECT THROUGH TO COMPLETION

WHEREAS, the Board of Aldermen of the City of Starkville, Mississippi (the “Board”), acting for and on behalf of the residents and citizens of Starkville do hereby find and determine as follows:

1. Main Street from City Hall located at 110 West Main Street to Montgomery Street is a vital economic and social corridor and is necessary for the future development, growth and prosperity in the City of Starkville.
2. The development and growth of Main Street must be designed to create spaces where the core of the city incentives flow leading to and from our central business and entertainment districts to the City’s largest employer, Mississippi State University.
3. The proposed project will create new opportunities and spaces along Main Street to foster growth and encourage development and activity that haven’t seen redevelopment in the past 25-50 years.
4. The redevelopment of Main Street in conjunction with the redevelopment of Highway 182 will combine to acknowledge and affirmatively establish the emphasis on central locations in downtown needed for Starkville to thrive and provide the best opportunity for the City as a whole to advance toward a prosperous and dynamic future.
5. The redesign and development of Main Street will hinge on the support of the downtown business community and their understanding that the process will require small, short-lived inconveniences and sacrifices for the long term greater good and Starkville’s elected officials recognize these short-term inconveniences are necessary to support sustainable growth and excellence in the downtown central business district.
6. The redesign and development will require a dedicated team of professionals to see this project through, keep the public informed and work through the hardships of construction by thinking critically about managing and mitigating adverse daily impacts.
7. The leader of the team shall be the current city planner, Daniel Havelin, who shall serve as a City point of contact and who understands design and landscape architecture and the impact this project will have on the future of Starkville as a university community.
8. In that role and as part of that critical project, he will be compensated for additional duties and responsibilities that exceed his existing job duties as determined by the Board of Aldermen and Mr. Havelin has agreed to such additional workload and responsibilities.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Aldermen intends to move forward to seek a final redesign and construction plan of Main Street/University Drive beginning at City Hall and extending to and including Montgomery Street intersection with Kimley Horn as the design consultants through to construction documents and that Daniel Havelin shall be the city project point of contact for the coordination and development of the project through to its conclusion. The final redesign and construction plan shall be presented to the Board of Aldermen by Kimley Horn for the Board's consideration in a subsequent meeting.

After discussion, the Board of Aldermen voted in favor of the foregoing resolution as follows:

Ward 1	Ben Carver	_____
Ward 2	Sandra Sistrunk	_____
Ward 3	Jeffrey Rupp	_____
Ward 4	Mike Brooks	_____
Ward 5	Hamp Beatty	_____
Ward 6, Vice Mayor	Roy A.' Perkins	_____
Ward 7	Henry S. Vaughn	_____

This the ____ day of November, 2021

D. Lynn Spruill, Mayor

Attest

Lesa Hardin, City Clerk



ParkMobile Service Agreement

This ParkMobile Service Agreement ("**Agreement**") is made by and between Parkmobile, LLC, a Delaware limited liability company, with offices at 1100 Spring St. NW, Ste 200, Atlanta, GA 30309 ("**ParkMobile**") and City of Starkville, a Mississippi municipality, with offices at 110 W Main St, Starkville, MS 39759 ("**Client**"). This Agreement will become effective as of the last signature date below (the "**Effective Date**"). In consideration of the mutual covenants and agreements set forth in this Agreement, the parties agree as follows:

PARTY CONTACTS

Client		ParkMobile	
Legal Name:	City of Starkville	Legal Name:	Parkmobile, LLC
Contact:	Lynn Spruill	Sales Rep:	Brooke Bustle
Email:	l.spruill@cityofstarkville.org	Email:	brooke.bustle@parkmobile.io
Phone:		Phone:	850-321-2074
Address:	City of Starkville 110 W Main St Starkville, MS 39759	Address:	Parkmobile, LLC 1100 Spring St. NW Suite 200 Atlanta, GA 30309
		For legal notices:	with a copy to ParkMobile's Legal Department at the above address and to legal-notices@parkmobile.io .

SERVICE TERMS

Services	ParkMobile will provide Client with the Services related to the following types of parking transactions: On-Demand
Initial Term	3 years beginning on the Effective Date
Renewal	This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to this Agreement's express provisions or either party provides written notice of non-renewal at least sixty (60) days before the end of the then-current term (each a " Renewal Term " and, collectively, together with the Initial Term, the " Term ").
Termination	Either party may terminate this Agreement effective immediately on written notice to the other party, if the breaching party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach.
Merchant of Record	The parties designate ParkMobile as the merchant of record. Client agrees to pay ParkMobile \$0.15 + 3% of the total transaction amount per transaction for this service. ParkMobile will remit any amounts due Client in arrears to Client on the 15th of the following month.
Parking Locations	The Services will be provided to Client in the following locations / geographical territory: All Client locations

Signage	Client will receive one free welcome kit that includes the aluminum signs and/or decal stickers necessary to complete implementation (installation not included). All signage included in the welcome kit is designed using ParkMobile's standard signage templates. Custom signage may be made available to Client for purchase at ParkMobile's current signage rates. Any requested changes to ParkMobile's standard signage templates will be treated as custom signage. Additional and/or replacement signage may be purchased by Client at ParkMobile's then-current signage rates. Installation and maintenance of all signage is Client's sole responsibility.
Governing Law	State of Mississippi
Schedules	This Agreement incorporates the following Schedules: Schedule 1: Client General Terms and Conditions; Schedule 2: Services; Schedule 3: Client Electronic Funds Authorization Form

IMPLEMENTATION FEES			
Description	Units	Rate	Price
Implementation Fee	0	\$250.00	\$0.00
Custom Development	0	\$165.00/hr	\$0.00
Total Implementation Fees:			\$0.00

ADDITIONAL FEES	
Call Center & Customer Support	WAIVED
Client Support & Maintenance	WAIVED
Hosting	WAIVED
Enforcement Portal	WAIVED
Reporting Portal	WAIVED
Marketing & Advertising	WAIVED

USER FEES		
On-Demand User Fee	\$0.35	per transaction

The parties have executed this Agreement as of the Effective Date.

CITY OF STARKVILLE

By:

Name:

Title:

Date:

D. Lynn Spruill

Mayor

11-17-2021

PARKMOBILE, LLC

By:

Name:

Title:

Date:

**SCHEDULE 1:
CLIENT GENERAL TERMS & CONDITIONS****1. SERVICES**

- 1.1 General.** During the term, ParkMobile will provide the Services to Client in accordance with the terms and conditions of this Agreement.
- 1.2 Launch Date.** The parties will mutually agree upon the launch date for the Services.
- 1.3 ParkMobile Application.** On and after the launch date, Client's Parking Locations, along with associated Parking Information, will be made available to the general public through the ParkMobile Application.
- 1.4 Parking Management Services.** Subject to the license granted in Section 2, Client will be provided access to the Platform to manage Client's Parking Locations and associated Parking Information.
- 1.5 Parking Locations.** The parties agree that ParkMobile does not own, operate, manage, or maintain any Parking Location. Client agrees that ParkMobile is not responsible for the condition or operation of any Parking Location, including, but not limited to, the operation of third-party hardware and/or software-based solutions used by Client at the Parking Location or for the delivery and/or fulfillment of parking or other services at the Parking Location.
- 1.6 Publicity of Services.** Each party will use commercially reasonable efforts to market the Services throughout the Term. All brochures and promotional material to be distributed by Client will be in a form mutually agreed upon by the parties, which will not be unreasonably withheld or delayed.
- 1.7 Reserved.**
- 1.8 PCI DSS.** ParkMobile has obtained, and will continue to maintain throughout the term, Payment Card Industry – Data Security Standard (PCI DSS) certification.
- 1.9 Online Client General Terms & Conditions.** The parties agree that this Agreement supersedes the Client General Terms and Conditions that is publicly available at <https://parkmobile.io/client-terms> with respect to the Services provided under this Agreement.

2. ACCESS & USE OF PLATFORM

- 2.1 Provision of Access.** Subject to and conditioned on Client's and its Authorized Users' compliance with the terms and conditions of this Agreement, all applicable laws and regulations, and Client's payment of fees, ParkMobile grants Client a non-exclusive, non-transferable right to access and use the Platform during the Term. Such use is limited to Client's internal use. ParkMobile will provide Client the Access Credentials within a reasonable time following the Effective Date.
- 2.2 Documentation License.** ParkMobile hereby grants to Client a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Client's internal business purposes in connection with its use of the Services.

- 2.3 Use Restrictions.** Client will not, directly or indirectly, and will not permit any third party to, access or use the Platform except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Client shall not, except as this Agreement expressly permits: (a) copy, modify, or create derivative works of the Platform or Documentation, in whole or in part; (b) rent, lease, copy, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform or Documentation to any person or entity; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Platform, in whole or in part; (d) bypass or breach any security device or protection used by the Platform or access or use the Platform other than by an Authorized User through the use of his or her own then valid Access Credentials; (e) remove any proprietary notices from the Platform or Documentation; (f) use the Platform or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any IP Right or other right of any person, or that violates any applicable law; (g) upload invalid data, malware, or other software agents through the Platform; or (h) use the Platform for any purpose beyond the scope of the access granted in this Agreement.
- 2.4 Reservation of Rights.** Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any IP Rights in or relating to, the Services, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the Services are and will remain with ParkMobile.
- 2.5 Changes.** ParkMobile reserves the right, in its sole discretion, to make any changes to the Services that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of ParkMobile's services to its customers; (ii) the competitive strength of or market for ParkMobile's services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law.
- 2.6 Suspension or Termination of Services.** Notwithstanding anything to the contrary in this Agreement, ParkMobile may suspend, terminate, or otherwise Client's, any Authorized User's, or any other person's access to or use of all or any part of the Services, without incurring any resulting obligation or liability, if: (a) ParkMobile receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires ParkMobile to do so; or (b) ParkMobile believes, in its good faith and sole discretion, that (i) Client or any Authorized User has failed to comply with any material term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement; (ii) Client or any Authorized User is, has been, or is likely to be using the Services for fraudulent, misleading, or unlawful activities; (iii) there is a threat or attack on any of the Services; (iv) Client's or any Authorized User's use of the Services disrupts or poses a security risk to ParkMobile or to any

other client, end user, vendor or partner of ParkMobile; or (v) this Agreement expires or is terminated. This Section does not limit any of ParkMobile's other rights or remedies, whether at law, in equity, or under this Agreement.

3. CLIENT RESPONSIBILITIES

3.1 Use of Platform Account. Client is responsible and liable for all uses of the Platform resulting from access provided by Client, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Client must notify ParkMobile immediately of any breach of security or unauthorized use of Client's account.

3.2 Parking Information. Client is responsible for setting all rates, zones, and other required information regarding its Parking Locations offered through the ParkMobile Application and for keeping such information up to date within the Platform.

3.3 Effect of Client Failure or Delay. ParkMobile is not responsible or liable for any delay or failure of performance caused in whole or in part by Client's delay in performing, or failure to perform, any of its obligations under this Agreement.

4. SERVICE AND SUPPORT

4.1 Scheduled Maintenance. ParkMobile will use commercially reasonable efforts to schedule downtime for routine maintenance of the Services between the hours of 12:00 a.m. and 4:00 a.m., Eastern Time; however, ParkMobile may modify this window from time-to-time by providing Client with advance notice. If ParkMobile anticipates that it will need to perform maintenance activities that are likely to be disruptive to the use of the Services outside of the scheduled maintenance window, ParkMobile will use commercially reasonable efforts to give Client at least 24 hours prior notice. Notwithstanding the foregoing, ParkMobile reserves the right to perform any required emergency maintenance work outside of the scheduled maintenance window. To the extent practicable, ParkMobile will use commercially reasonable efforts to notify Client before commencing any emergency maintenance outside of the scheduled maintenance window and will use commercially reasonable efforts to limit or avoid impact to use of the Services.

4.2 Client Support. ParkMobile will use commercially reasonable efforts to assist Client with any technical support that Client may reasonably require in using the Services. ParkMobile will provide technical support for rate and configuration changes to Client Monday – Friday (excluding holidays) between the hours of 8:00 a.m. and 6:00 p.m. (ET). For issues relating to On-Demand Parking Services, Client may submit a support request via email to support@parkmobile.io. For issues relating to Reservation Parking Services, Client may submit a support request via email to prs@parkmobile.io. ParkMobile will provide Client with emergency technical support 24 hours a day, seven days a week, 365 days a year. In the event of an emergency involving technical and/or system availability issues, Client may contact the on-call engineer via email to applicationsupport@parkmobile.io.

4.3 End-User Support. ParkMobile will provide customer support for ParkMobile Users 24 hours a day, seven days a week, 365 days a year. There are multiple methods that ParkMobile Users can access customer support, such as: ParkMobile's online ticketing system, in-app chat feature, and toll-free phone number.

5. CONFIDENTIAL INFORMATION

5.1 General. Neither party will disclose the other party's Confidential Information except to its employees, affiliates, agents, or professional advisors ("Representatives") who need to know it and who have a legal obligation to keep it confidential. The receiving party will use the disclosing party's Confidential Information only to exercise rights and fulfill obligations under this Agreement. The receiving party will ensure that its Representatives are also subject to the same non-disclosure and use obligations. The receiving party may disclose the other party's Confidential Information when required by law after giving reasonable notice to the disclosing party, if permitted by law.

5.2 Personal Data. In the event a party discloses Personal Data to the other party, the receiving party will have the right to use the Personal Data only as required and necessary to perform its obligations under this Agreement.

6. INTELLECTUAL PROPERTY OWNERSHIP

6.1 Client Data. Client Data remains the sole and exclusive property of Client. Client grants ParkMobile a perpetual, irrevocable, royalty-free license to use Client Data in connection with the Services.

6.2 Client Brand Features. Client grants to ParkMobile a nonexclusive, nonsublicensable, nontransferable, royalty free license during the term to display Client's Brand Features in connection with providing and/or marketing the Services. ParkMobile will not make any use of Client's Brand Features in a manner that dilutes, tarnishes or blurs the value of such Brand Features.

6.3 ParkMobile IP. Client acknowledges that, as between Client and ParkMobile, ParkMobile owns all right, title, and interest, including all IP Rights, in and to the Services, including but not limited to the ParkMobile Application and the Platform.

6.4 ParkMobile Brand Features. ParkMobile grants to Client a nonexclusive, nonsublicensable, nontransferable, royalty free license during the term to display ParkMobile's Brand Features in connection with the Services, subject to ParkMobile's Brand Guidelines available at <https://parkmobile.io/company/parkmobile-media-assets/logos/>. Client will not make any use of ParkMobile's Brand Features in a manner that dilutes, tarnishes or blurs the value of such Brand Features.

6.5 ParkMobile User Data. ParkMobile User Data remains the sole and exclusive property of ParkMobile. ParkMobile may sublicense certain ParkMobile User Data to Client upon Client's execution of ParkMobile's Data Protection Agreement. Client will not, directly or indirectly: (i) sell or resell ParkMobile User Data in any capacity or form; (ii) create any derivative work using ParkMobile User Data; or

(iii) use ParkMobile User Data for purposes other than those specifically allowed in this Agreement. Notwithstanding the foregoing, the parties acknowledge and agree that ParkMobile will not sublicense or provide any PCI Data to Client.

6.6 Resultant Data. Resultant Data remains the sole and exclusive property of ParkMobile. ParkMobile grants Client a revocable, royalty-free, non-exclusive, non-assignable, non-transferable license to applicable Resultant Data for the duration of the term only for Client's internal use in connection with the Services.

6.7 Reservation of Rights. ParkMobile reserves all rights not expressly granted to Client in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Client or any third party any IP Rights or other right, title, or interest in or to the ParkMobile Application and/or the Platform.

7. FEES AND PAYMENT

7.1 Fees. Client shall pay ParkMobile the fees set forth in the Agreement that incorporates these Client General Terms & Conditions ("Fees") in accordance with this Section 7.

7.2 Payment Terms. The parties designate ParkMobile as the merchant of record. Client agrees to pay ParkMobile \$0.15 + 3% of the total transaction amount per transaction for this service. On or before the 15th day of each month, ParkMobile will disburse to Client all parking fees ParkMobile received during the preceding month from ParkMobile Users on behalf of Client as a direct result of this Agreement, less any amounts owed to ParkMobile.

7.3 Taxes. All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Client hereunder, other than any taxes imposed on ParkMobile's income.

7.4 Reserved.

7.5 No Deductions or Setoffs. All amounts payable to ParkMobile under this Agreement shall be paid by Client to ParkMobile in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable law).

7.6 Fee Increases. ParkMobile may increase Fees for any contract year, by providing written notice to Client at least sixty (60) calendar days written notice.

7.7 Limited Payment Agent. Client appoints ParkMobile as its agent for the limited purpose of receiving, holding, and settling payments made by ParkMobile Users to Client in connection with the Services. Client acknowledges and agrees that receipt of payment from ParkMobile Users in connection with the Services by ParkMobile shall be deemed the same as receipt by Client itself.

8. REPRESENTATIONS AND WARRANTIES

8.1 Mutual. Each party represents, warrants and covenants to the other party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other legal entity under the laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the representative that is executing this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and (d) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

8.2 ParkMobile. ParkMobile represents, warrants, and covenants to Client that ParkMobile will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement.

8.3 Disclaimers. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 8.1 AND SECTION 8.2, ALL SERVICES ARE PROVIDED "AS IS." PARKMOBILE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, PARKMOBILE DOES NOT WARRANT THAT THE SERVICES OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE. PARKMOBILE SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES, OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS.

9. RESERVED.

10. LIMITATION OF REMEDIES AND DAMAGES

10.1 Exclusion of Damages. EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.3, IN NO EVENT WILL PARKMOBILE OR ANY OF ITS LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (A) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (B) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION, OR DELAY OF THE SERVICES; (C) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (D) COST OF REPLACEMENT GOODS OR SERVICES; (E) LOSS OF GOODWILL OR REPUTATION; OR (F) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY

OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

10.2 Cap on Monetary Liability. EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.3, IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF PARKMOBILE ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED ONE TIMES THE TOTAL AMOUNTS PAID TO PARKMOBILE UNDER THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

10.3 Exceptions. The exclusions and limitations in Section 10.1 and Section 10.2 do not apply to ParkMobile's obligations under Section 9 or liability for ParkMobile's gross negligence or willful misconduct.

11. RESERVED

12. GENERAL TERMS

12.1 Assignment. Client shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance under this Agreement, in each case whether voluntary, involuntarily, by operation of law, or otherwise, without ParkMobile's prior written consent. No assignment, delegation, or transfer will relieve Client of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 12.1 is void. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns.

12.2 Severability. If a court of competent jurisdiction holds any term or provision of this Agreement to be invalid, illegal or unenforceable, the rest of the Agreement will remain in effect.

12.3 Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

12.4 Notices. Any notice or communication permitted or required under this Agreement must be in writing and will be deemed received by the addressee: (a) when received, if delivered by hand with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by email (with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third business day after the date mailed by certified or registered mail, return receipt requested, postage prepaid. Notices must be sent to the attention of the respective party's legal department at the address set forth at the beginning of this Agreement or such other address as either party may specify in writing. Any notice permitted

or required under this Agreement that is sent to ParkMobile shall also be sent via email to legal-notices@parkmobile.io.

12.5 Governing Law. This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Mississippi, United States of America (including its statutes of limitations).

12.6 Amendment; Waivers. Any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement. No waiver by any party will be effective unless explicitly set forth in writing and signed by the party so waiving. No terms or conditions stated in a Client purchase order, vendor onboarding process or web portal, or any other Client order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void, notwithstanding any language to the contrary therein, whether signed before or after this Agreement.

12.7 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

12.8 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

12.9 Force Majeure. Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay Fees) if the delay or failure results from any cause beyond such party's reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquakes, storms or other elements of nature, pandemics, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

12.10 Independent Contractors. The parties to this Agreement are independent contractors. The parties do not intend, and nothing in this Agreement should be construed, to create or enter into any partnership, joint venture, employment, franchise, agency, or similar relationship. Neither party has the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

12.11 Export Control. Client will comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, Client: (i) represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country; (ii) will not (and will not permit any third parties to) access or use any Service in violation of any U.S. export embargo, prohibition or restriction, and (iii) will not submit to any

Service any information that is controlled under the U.S. International Traffic in Arms Regulation.

12.12 Interpretation. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Schedules referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

12.13 Counterparts. The parties may execute this Agreement in counterparts, including PDF and other electronic copies, which taken together will constitute one instrument.

13. DEFINITIONS

"Access Credentials" means any user name, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device, used alone or in combination, to verify an individual's identity and authorization to access and use the Platform.

"Authorized User" means Client's employee, consultant, contractor, and agent who is authorized by Client to access and use the Platform under the rights granted to Client pursuant to this Agreement.

"Brand Features" means a party's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

"Client Data" means any data specific to Client's operation that is provided by Client to ParkMobile to be used in the provision of Services that is not available to ParkMobile publicly or by other means.

"Confidential Information" means information that one party (or an affiliate) discloses to the other party under this Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations or becomes public through no fault of the recipient.

"Documentation" means any manuals, instructions, or other documents or materials that ParkMobile provides or makes available to Client in any form or medium and which describe the functionality, components, features, or requirements of the Services.

"IP Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"Parking Information" means parking zones, parking rates, parking restrictions, selected payment methods, and other information necessary for the provision of the Services for a specific Parking Location.

"Parking Location" means the location or locations of Client's on-street parking, off-street parking, reservation

parking, parking lots, parking decks, permitted parking, and other facilities where ParkMobile Users may park.

"ParkMobile Application" means any and all mobile and/or web applications, services, or interfaces developed, hosted, or managed by, on behalf of, or in partnership with ParkMobile and that are made available to the general public and that facilitates the payment of parking transactions.

"ParkMobile User" means an end user that uses the ParkMobile Application.

"ParkMobile User Data" means information, data, and other content, in any form or media, that is submitted, posted, or otherwise transmitted by or on behalf of a ParkMobile User, directly or indirectly, through the ParkMobile Application.

"PCI Data" means, as applicable, payment card number, cardholder name, expiration date, card verification code or value, service code, and/or security-related information used to authenticate cardholders and/or authorize payment card transactions

"Personal Data" means (i) any information about an identified or identifiable individual; or (ii) information that is not specifically about an identifiable individual but, when combined with other information, may identify an individual. Personal Data includes names, email addresses, postal addresses, telephone numbers, government identification numbers, financial account numbers, payment card information, license plate information, online identifiers (including IP addresses and cookie identifiers), network and hardware identifiers, geolocation information, and any information that constitutes "personal data" or "personal information" within the meaning of any relevant and applicable data privacy or protection laws.

"Platform" means access-controlled mobile and/or web applications, services or interfaces developed, hosted, or managed by, on behalf of, or in partnership with ParkMobile that are made available to Client to administer, configure, manage and/or monitor parking sessions, parking rates, and/or parking restrictions associated with Client's Parking Locations.

"Resultant Data" means data and information related to Client's, Authorized Users' and/or ParkMobile Users' use of the Services that is used by ParkMobile in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

"Services" means the ParkMobile Application, the Platform, and all other services provided by ParkMobile under this Agreement.

**SCHEDULE 2: SERVICES
ON-DEMAND PARKING SERVICES**

ParkMobile offers a service to ParkMobile Users that facilitates the activation of and payment for on-demand parking using the ParkMobile Application ("On-Demand Parking").

ParkMobile Users may begin and, if applicable, end a parking transaction in a variety of ways: (1) visiting <https://app.parkmobile.io>; (2) calling ParkMobile's IVR System, or (3) using the ParkMobile Application. In order to register with ParkMobile and begin a parking session, a consumer simply provide ParkMobile with the information required by ParkMobile to create an account, including payment method information and license plate number. Thereafter, subsequent parking sessions only require the ParkMobile User to enter or select the applicable parking duration available for the applicable location.

The parking zone code of the Client parking areas are indicated on parking signs or on parking meters. Enforcers of the Client check the validity of parking status real time against the Platform via a web service offering, provided as part of the Services, to determine if a valid parking right exists. This information can be accessed by using a handheld terminal, mobile device or personal digital assistant (PDA).

ParkMobile does not provide or pay for Client's use of handheld terminals, mobile devices or PDAs for enforcement or any data plans or other items needed for communication between such items and the Services.

At their option, ParkMobile Users will receive parking alert services from ParkMobile via SMS, ParkMobile Application push notification or email. The ParkMobile User may be notified, for example, when parked for an extended period of time or when the maximum parking time nears expiration.

ParkMobile Users can use On-Demand Parking anywhere the Services are available.

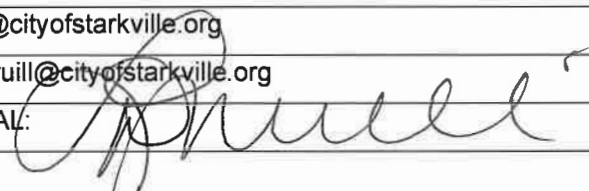
All parking charges are automatically charged to the ParkMobile User's payment method, and ParkMobile Users have real time access to an online account-based personal page accessible from <https://app.parkmobile.io> to access and print parking history, receipts, and statements.



**SCHEDULE 3:
CLIENT ELECTRONIC FUNDS AUTHORIZATION FORM**

This form authorizes Parkmobile, LLC to make payment to a business electronically. All payments will be paid in the account designated by the voided check or bank letter attached to this form. It is the responsibility of Client to notify ParkMobile of any changes pertinent to electronic payments, such as changes in banking information or email address.

PAYEE/CLIENT INFORMATION

CLIENT NAME: City of Starkville
ADDRESS: 110 West Main Street
CONTACT PERSON: Lynn Spruill
TELEPHONE NUMBER: 662-323-2525
PRIMARY FINANCE CONTACT EMAIL: l.hardin@cityofstarkville.org
SECONDARY FINANCE CONTACT EMAIL: l.spruill@cityofstarkville.org
SIGNATURE & TITLE OF AUTHORIZED OFFICIAL: 

FINANCIAL INSTITUTION INFORMATION

BANK NAME: The First (effective Dec. 6, 2021)
ADDRESS: P O Box 15549 Hattiesburg, MS 39401
CONTACT PERSON:
TELEPHONE: 1-855-257-2265
EMAIL:
NINE DIGIT ROUTING TRANSIT NUMBER: 065303360
DEPOSITOR ACCOUNT TITLE: City of Starkville General Fund
DEPOSITOR ACCOUNT NUMBER: 00-13611942
TYPE OF ACCOUNT: Checking
PLEASE BE SURE TO ATTACH A VOIDED CHECK OR BANK LETTER TO VERIFY THE ABOVE ACCOUNT INFORMATION

This form authorizes Parkmobile, LLC to send credit entries and appropriate debit and adjustment entries electronically or by any other commercially accepted method to the account indicated above and to other accounts specified by Client in the future (collectively, the "Account"). This form authorizes the financial institution holding the Account to post all such entries. This authorization will be in effect until ParkMobile receives a written termination notice from Client and has a reasonable opportunity to act on it.

27. CONSIDERATION OF STRIKING THE INSURANCE SURCHARGE OF \$75 PER MONTH FROM THE CITY'S COVID-19 EMPLOYEE VACCINATION POLICY.

Alderman Carver, duly seconded by Alderman Vaughn, offered a motion to strike the insurance surcharge of \$75 per month from the City's Covid-19 employee vaccination policy. The Board voted as follows:

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

Having not received a majority affirmative vote, the Mayor declared the motion failed.

Alderman Rupp, duly seconded by Alderman Beatty, then offered a motion to postpone until February 1, 2022, the application of the \$75 insurance surcharge to be paid by unvaccinated employees in the City's Covid-19 employee vaccination policy. The Board voted as follows:

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

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

28. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of November 8, 2021 for fiscal year ending 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.

General Fund	001	\$ 490,914.05
Airport Fund	015	24,937.05
Sanitation	022	68,263.79
Public Improv Bonds - 2018	319	51,692.05
Park and Rec Tourism	375	10,766.00
Park Bond - 2020	380	28,891.27

Sub Total Before Utilities		\$ 675,464.21
Utilities Dept.	SED	1,757,496.07
Total Claims	Total	\$ 2,432,960.28

29. MOTION TO ADJOURN UNTIL DECEMBER 7, 2021 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Rupp, for the Board of Aldermen to adjourn the meeting until December 7, 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)