

**MINUTES OF THE RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
February 15, 2022**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on February 15, 2022 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.

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

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

Alderman Perkins asked to place item XI. L. 6. "Babylon Road Sanitary Sewer Project" 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 February 15, 2022 Official Agenda. 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, FEBRUARY 15, 2022
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 JANUARY 4, 2022 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE JANUARY 18, 2022 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE JANUARY 28, 2022 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS: INTRODUCTIONS

B. BOARD OF ALDERMEN COMMENTS

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

FIFTH PUBLIC HEARING AND CONSIDERATION OF AMENDING SECTION 3, 17, AND 18 OF THE UNIFIED DEVELOPMENT CODE WITH THE ADDITION OF THE RENTAL HOUSING CODE FIRST PUBLIC HEARING ON AMENDING THE UNIFIED DEVELOPMENT CODE SECTION 14.7 SIGNS

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF THE KIMLEY-HORN PROPOSAL FOR THE MAIN STREET REDESIGN AND REDEVELOPMENT PROJECT.

B. CONSIDERATION OF THE RESOLUTION SPECIFYING THE STORM WATER, WATER AND SEWER INFRASTRUCTURE PROJECTS REQUESTED FOR MATCHING FUNDS FROM THE STATE OF MISSISSIPPI AMERICAN RECOVERY PLAN ACT (ARPA).

C. CONSIDERATION TO AUTHORIZE 8 YOUTH AND 2 COORDINATORS TO ATTEND THE STATEWIDE YOUTH LEADERSHIP SUMMIT, FEBRUARY 25 AND 26, 2022, WITH ADVANCE TRAVEL.

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

X. BOARD BUSINESS

A. CONSIDERATION OF ACCEPTING THE LOWER QUOTE OF \$9,500.00 FROM EAGLE CONSTRUCTION FOR PROFESSIONAL SERVICES OF ASBESTOS REMOVAL AT BUILDING #5 BROOKVILLE GARDENS.

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. CONSIDERATION OF ADOPTING AN UPDATED DEVELOPMENT FEE SCHEDULE.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF AUTHORIZING TO ADVERTISE FOR CONSTRUCTION BIDS FOR THE OFF-CORRIDOR ELECTRIC PROJECT AS PART OF THE BUILD PROJECT AS SOON AS AUTHORIZATION IS PROVIDED BY MDOT AND FHWA.
2. CONSIDERATION OF APPROVING SUPPLEMENTAL AGREEMENT #1 WITH NEEL SCHAFFER IN THE AMOUNT OF \$3,403.57 TO INCLUDE ADDITIONAL DESIGN SERVICES: SIDEWALK AND ACCESS DRIVEWAY DESIGN- ADDITIVE ALTERNATES 1 & 2.
3. CONSIDERATION OF APPROVAL OF THE REVISED BUILD GRANT AGREEMENT AND AUTHORIZATION FOR THE MAYOR TO EXECUTE THE FINAL VERSION AFTER APPROVAL FROM FHWA AND MDOT.
4. CONSIDERATION OF APPROVING AN ENGINEERING SERVICES AGREEMENT WITH ATWELL AND GENT TO PROVIDE DESIGN, BIDDING, AND CONSTRUCTION SERVICES FOR THE REPLACEMENT OF THREE TRAFFIC SIGNALS ON LOUISVILLE STREET AS PART OF THE CAPITAL IMPROVEMENT PLAN.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF FEBRUARY 8, 2022 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 JANUARY 2022 FINANCIAL STATEMENTS.
3. APPROVAL OF FISCAL YEAR 2022 BUDGET ADJUSTMENTS.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE COURTNEY COCHRAN AS A PROGRAM COORDINATOR/ INTERN FOR KEEP STARKVILLE BEAUTIFUL IN THE PLANNING DEPARTMENT.
2. REQUEST AUTHORIZATION TO CLASSIFY ALLEN PEPPER AS A MAINTENANCE SUPERVISOR IN THE STARKVILLE AIRPORT DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE STEPHEN BOREN AS A CERTIFIED FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE BAILEY WOFFORD AS AN ENGINEERING ASSOCIATE IN THE STARKVILLE UTILITIES DEPARTMENT.
5. REQUEST AUTHORIZATION TO HIRE JOE DANTZLER AND JEREMY HAIRSTON AS DRIVERS IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.
6. REQUEST AUTHORIZATION TO HIRE DAVID GERMAN AS A GIS COORDINATOR IN THE STARKVILLE UTILITIES DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION OF THE AUTHORIZATION FOR THE MAYOR TO APPROVE IMPROVEMENTS TO THE SPORTSPLEX BATHROOMS AND CONCESSIONS WITH A NOT TO EXCEED AMOUNT OF \$115,000.00.

J. POLICE DEPARTMENT

1. POLICE

THERE ARE NO ITEMS FOR THIS AGENDA

2. CODE ENFORCEMENT

- a. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN 21-19-11 TO DETERMINE WHETHER THE STRUCTURE LOCATED AT 200 CURTIS CIRCLE (PARCEL #: 102C-00-147.00) IS A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

K. SANITATION DEPARTMENT

1. REQUEST AUTHORIZATION TO PURCHASE A KNUCKLEBOOM LOADER FROM THE BEST BID OF \$189,750.00 FROM SANSOM EQUIPMENT DUE TO A QUICKER DELIVERY TIME, FAMILIARITY, AND MEETING ALL SPECIFICATIONS REQUESTED AND TO AUTHORIZE THE CITY CLERK TO ADVERTISE FOR FINANCING.

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ACCEPT CHANGE ORDER NUMBER 2 TO FINALIZE THE WASTEWATER BIOSOLID'S IMPROVEMENT PROJECT AND TO SUBMIT FINAL PAYMENT.
2. REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS FOR THE ELECTRIC DIVISION RIGHT OF WAY CLEARING SERVICE CONTRACTS.
3. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO INITIATE TASK ORDER #8 FROM GARVER, LLC UNDER THEIR PROFESSIONAL SERVICE AGREEMENT FOR VARIOUS WATER AND SEWER ENGINEERING SUPPORT.
4. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM HOWARD FOR ADDITIONAL AUDIOVISUAL EQUIPMENT FOR THE OPERATION'S CENTER ADDITION TRAINING ROOM IN THE AMOUNT OF \$26,107.00.
5. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO RENEW THE PROFESSIONAL SERVICE AGREEMENT WITH NARRATIVE 12 FOR COMMUNICATION SERVICES.
6. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST BID FOR THE CONSTRUCTION OF THE BABYLON RD SANITARY SEWER IMPROVEMENT PROJECT FROM BOX CONSTRUCTION IN THE AMOUNT OF \$ 520,269.20 PENDING FEDERAL APPROVAL OF THE BID.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

SALE OF PROPERTY

POTENTIAL LITIGATION

XV. OPEN SESSION

XVI. ADJOURN UNTIL MARCH 1, 2022 @ 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 – 27:

2. CONSIDERATION OF THE MINUTES OF THE JANUARY 4, 2022 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 February 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the January 4, 2022 meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE JANUARY 18, 2022 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 February 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the January 18, 2022 meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF THE MINUTES OF THE JANUARY 28, 2022 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 February 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the January 28, 2022 work session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

5. CONSIDERATION TO AUTHORIZE 8 YOUTH AND 2 COORDINATORS TO ATTEND THE STATEWIDE YOUTH LEADERSHIP SUMMIT, FEBRUARY 25 AND 26, 2022, WITH ADVANCE TRAVEL.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval for 8 youth, and 2 coordinators to attend the Statewide Youth Leadership Summit February 25 and 26, 2022 with advance travel funds to be taken from the Mayor Youth Council budget” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 15, 2022 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: February 15, 2022

Mayor, D. Lynn Spruill

ATTEST:

City Clerk, Lesa Hardin

7. CONSIDERATION OF ACCEPTING THE LOWER QUOTE OF \$9,500.00 FROM EAGLE CONSTRUCTION FOR PROFESSIONAL SERVICES OF ASBESTOS REMOVAL AT BUILDING #5 BROOKVILLE GARDENS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval of accepting the lower quote of \$9,500.00 from Eagle Construction for professional services of asbestos removal at building #5 Brookville Gardens” is enumerated, this consent item is thereby approved.

Quotes Received: Eagle Construction - \$ 9,500.00, Air Environmental - \$14,500.00 and EAC - \$12,600.00

8. CONSIDERATION TO ADVERTISE FOR CONSTRUCTION BIDS FOR THE OFF-CORRIDOR ELECTRIC PROJECT AS PART OF THE BUILD PROJECT AS SOON AS AUTHORIZATION IS PROVIDED BY MDOT AND FHWA.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval to advertise for construction bids for the off-corridor electric project as part of the BUILD project as soon as authorization is provided by MDOT and FHWA” is enumerated, this consent item is thereby approved.

9. CONSIDERATION OF APPROVING SUPPLEMENTAL AGREEMENT #1 WITH NEEL SCHAFFER IN THE AMOUNT OF \$3,403.57 TO INCLUDE ADDITIONAL DESIGN SERVICES: SIDEWALK AND ACCESS DRIVEWAY DESIGN- ADDITIVE ALTERNATES 1 & 2.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval of Supplemental Agreement #1 with Neel Schaffer in the amount of \$3,403.57 to include Additional Design services: Sidewalk and Access Driveway Design- Additive Alternates 1 & 2” is enumerated, this consent item is thereby approved.

January 26, 2022

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

**RE: STARKVILLE SPORTSPLEX PARKING LOT EXPANSION – PHASE 1
ADDITIONAL DESIGN SERVICES
SIDEWALK AND ACCESS DRIVEWAY DESIGN - ADDITIVE ALTERNATES 1 & 2**

Dear Mr. Kemp:

Neel-Schaffer, Inc. (NSI) is pleased to offer additional professional design services for the above referenced project as defined in Exhibit A, Scope of Services. NSI proposes to perform these services for an hourly, not-to-exceed fee of \$3,403.57.

NSI's hourly rates and General Terms and Conditions shall be based on our original Contract dated November 4, 2020, attached hereto for reference. We will bill you monthly as the work is completed.

This Letter Agreement, consisting of one page; Exhibit A, consisting of one page; and our original contract, consisting of six pages, represent the entire Supplemental Agreement between Neel-Schaffer, Inc. and the City of Starkville. This Letter Agreement and the exhibits may only be modified or amended by a duly executed written document.

If the terms of this Agreement are acceptable, please execute and return a copy to us. We appreciate the opportunity to provide these services to you!

Sincerely,

NEEL-SCHAFFER, INC.



Kevin Stafford, P.E.
Vice President

Attachments

ACCEPTED: CITY OF STARKVILLE

BY: _____

DATE: _____

EXHIBIT A

SCOPE OF SERVICES

TRAVIS OUTLAW CENTER SIDEWALK CONNECTOR & LYNN LANE OVERFLOW ACCESS DRIVEWAY - ADDITIONAL DESIGN SERVICES

During original contract design, the Owner requested additional improvements to the original parking lot design by extending sidewalk to the Travis Outlaw Center and providing a secondary overflow driveway to connect this lot to Lynn Lane. Neel-Schaffer agreed to add these features, and due to budget restraints, the Owner asked that these additional features be added to the construction documents as additive alternates. Neel-Schaffer also advised the Owner (verbally and via email) of the fee necessary to design the added scope, and this agreement memorializes that agreement.

This added scope included:

1. Owner site meeting in order to define, review, and confirm sidewalk and driveway scope.
2. In consultation with the Owner, provide concept to address sidewalk and driveway connections.
3. Create plans, details, specifications, and contract documentation necessary to obtain competitive public bids for the additions, shown as additive alternate 1 and 2 on the next 2 pages. Design scope includes grading, drainage, paving, striping, sidewalk, signage, lighting, erosion control and landscaping plans. All work shall be confined to within the existing public land.
4. Plans shall utilize existing survey conditions to detail the scope of each improvement. Plans shall also define grading, drainage, and erosion control details for site stability after construction.
5. Specifications shall include front end documents for bidding and general conditions of the work, and technical specifications shall be provided to control the execution of all required scopes.
6. The City of Starkville shall provide a geotechnical report that details the new roadway pavement structure.

This scope does not anticipate needing and/or does not include:

1. Bidding or Bid Evaluation Services
2. Environmental or ROW permitting (predeveloped/disturbed)
3. Easement or ROW acquisition (public land)
4. General construction administration services
5. Full-Time Resident inspection during construction
6. Final as-builts
7. Weekly or monthly construction meetings
8. Construction layout or testing
9. Geotechnical Investigation (provided by the Owner)
10. Boundary or Topographic Survey (already performed)
11. Phase 2 planning or design services

October 26, 2020

City of Starkville
ATTN: Edward Kemp, P.E.
110 West Main Street
Starkville, MS 39759

**REFERENCE: ENGINEERING DESIGN SERVICES – STARKVILLE SPORTSPLEX
PHASE 1- PARKING LOT EXPANSION**

Dear Mr. Kemp:

Neel-Schaffer, Inc. (NSI) is pleased to offer professional services for the above referenced project. A detailed Scope of Services is attached as Exhibit A. All services will be performed in accordance with the General Terms and Conditions in Exhibit B, which is attached hereto and made a part of this Letter Agreement.

Neel-Schaffer proposes to provide the following services for these hourly, not-to-exceed fees:

- Design \$33,600.00
- Bidding Hourly, As-Needed
- Construction Administration Hourly, As-Needed

NSI's hourly rates shall be based on a raw wage labor mark-up (LMU) of 2.8. If additional services are requested, the additional work can be billed on an hourly basis using this LMU. We will bill you monthly as work is completed.

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

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

Sincerely,

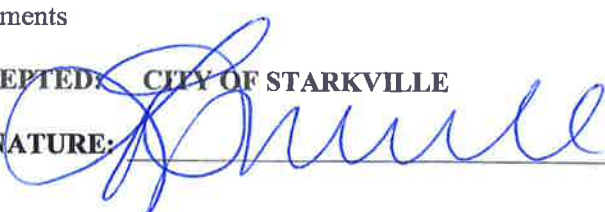
NEEL-SCHAFFER, INC.



Kevin Stafford, P.E.
Vice President

Attachments

ACCEPTED: CITY OF STARKVILLE

SIGNATURE: 

DATE: 11-4-2020

EXHIBIT A
SCOPE OF SERVICES

PARKING LOT AND SIDEWALK ADDITION DESIGN

1. Up to 3 owner and/or site meetings in order to define, review, and confirm parking lot addition scope.
2. In consultation with the Owner, provide up to 3 site concepts to address parking lot size, access desires, and sidewalk flow/connectivity.
3. All work shall be planned in coordination with the Starkville Sportsplex Masterplan ("Phase 2"), conceptualized by Dalhoff-Thomas Design Group (DTD). Construction phasing and coordination shall be considered as part of this planning and design process.
4. Create plans, details, specifications, and contract documentation necessary to obtain competitive public bids for the parking lot addition (shown below), including grading, drainage, paving, striping, sidewalk, signage, lighting, and landscaping plans. All work shall be confined to within the existing public land.



5. Plans shall utilize existing survey conditions to detail the scope of each improvement. Plans shall also define grading, drainage, and erosion control details for site stability after construction.
6. Specifications shall include front end documents for bidding and general conditions of the work, and technical specifications shall be provided to control the execution of all required scopes.
7. The City of Starkville shall provide a geotechnical report that details the new roadway pavement structure.

ADVERTISEMENT / BIDDING / PRE-BID / CONTRACTING



The City of Starkville shall:

1. Advertise and distribute construction documentation in order to obtain competitive public bids in accordance to the State of Mississippi public procurement laws.
2. Host a prebid conference (if necessary) in order to detail the scope of the bid to all prospective contractors.
3. Host a bid opening at a City of Starkville dedicated location.
4. Provide a certified review of all bids received and make a judgment to the adequacy of the lowest responsive bidder.
5. Provide and review contract documents for contractor engagement.

If necessary, Neel-Schaffer shall be available to assist on all the above-mentioned scopes of this section, and compensation shall be hourly, as-needed, as requested by the City.

CONSTRUCTION ADMINISTRATION & INSPECTION

The City of Starkville shall:

1. Host a preconstruction conference in order to define the ground rules of construction.
2. Review and process submittals as required for construction.
3. Review and process monthly pay applications from the contractor during construction.
4. Provide final closeout documents for completion.
5. Provide construction oversight to assure the improvement scope is achieved.

If necessary, Neel-Schaffer shall be available to assist on all the above-mentioned scopes of this section, and compensation shall be hourly, as-needed, as requested by the City.

This scope does not anticipate needing and/or does not include:

1. Environmental or ROW permitting (predeveloped/disturbed)
2. Easement or ROW acquisition (public land)
3. Full-Time Resident inspection during construction
4. Final as-builts
5. Weekly or monthly construction meetings
6. Construction layout or testing
7. Geotechnical Investigation (provided by the Owner)
8. Boundary or Topographic Survey (already performed)
9. Phase 2 planning or design services



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

1. **Relationship between NSI and Client.** NSI shall serve as the Client's Professional consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Professional consultant shall not be considered to be the agent or fiduciary of the Client. To the extent that Client is a public entity or a person or entity obligated to repay some or all of an amount borrowed in a municipal securities offering, it is expressly understood and agreed that the Professional consultant is not acting as a municipal advisor to the Client, as that term applies to the Dodd-Frank Wall Street Reform and Consumer Protection Act and its supporting regulations, that Professional consultant's services will not include the provision of advice or recommendations regarding municipal financial products or the issuance of municipal securities, and that the Client is responsible for retaining an independent registered municipal advisor for such advice or recommendation.
2. **Responsibility of NSI.** NSI will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.
3. **Responsibility of the Client.** Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for NSI to enter upon public and private property and obtain all necessary approvals required from all governmental authorities having jurisdiction over the Project.

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

The Client shall promptly report to the Professional consultant any defects or suspected defects in the Professional consultant's services of which the Client becomes aware, so that the Professional consultant may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement.
4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.
5. **Ownership of Documents.** All documents prepared by NSI in connection with any or all of the services furnished hereunder shall be and remain the property of NSI.
6. **Reuse of Documents.** All documents furnished by NSI pursuant to this Agreement, are intended for use on the Project only. Client agrees they should not be used by the Client or others on extensions of the Project or on any other project. Any reuse, without written verification or adaption by NSI, shall be at Client's sole risk. Client further acknowledges that any reports or studies prepared by NSI are intended solely for the Client's use and information.
7. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or time schedule adjustments; and NSI and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes or Additional Services.
8. **Suspension of Services.** Client may, at any time, by written order to NSI to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, NSI shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. NSI will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days.
9. **Termination.** This Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by NSI either before or after the termination date shall be reimbursed by Client.
10. **Delays.** If NSI's services are delayed by the Client, or for other reasons beyond NSI's control, the fee provided for in this Agreement shall be adjusted equitably.
11. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.
12. **Indemnification.** NA

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

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

15. **Insurance.** NSI agrees to maintain the following insurance coverages with the following available limits of insurance during the performance of NSI's work hereunder:

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

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

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

in making revisions to his work as a direct or indirect result of information provided by the Client which is insufficient.

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

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

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

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

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

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

23. **Dispute Resolution.** NA

24. **Additional Services.** Services resulting from significant changes in the general scope, extent or character of the Project designed or specified by Engineer or its design including, but not limited to, changes in size, complexity, Client's schedule, construction schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Engineer's control.
25. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.
26. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto. Client and NSI hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
27. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.
28. **Nonwaiver.** No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.
29. **Identity of Project Client.** Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Client, shall provide to Professional Consultant the following information relative to the Project Client: Project Client's full legal name; Project Client's physical address; Project Client's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Client for the Project.
30. **Conflicting Terms.** In the event that there are multiple agreements with varying or conflicting terms and conditions between Client and Professional Consultant, the Terms and Conditions contained in this Agreement shall supersede and have precedence over any other terms and conditions contained in any other written or oral agreement entered into between Client and Professional Consultant that either actually do or appear to conflict with the Terms and Conditions contained in this Agreement, regardless of when, in relationship to these Terms and Conditions contained in this Agreement, such other written or oral agreement was actually entered into between Client and Professional Consultant.
31. **Course of Dealing.** Client and Professional Consultant agree that these General Terms and Conditions establish a course of dealing between them and shall apply to this and all other services, projects, agreements or dealings between the them, unless Client or Professional Consultant gives the other written

notice of objection to any term or condition before commencement of performance in connection with any other provision of services or projects involving the two of them.

10. AUTHORIZATION OF THE REVISED BUILD GRANT AGREEMENT AND AUTHORIZATION FOR THE MAYOR TO EXECUTE THE FINAL VERSION AFTER APPROVAL FROM FHWA AND MDOT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the revised BUILD Grant agreement and authorization for the Mayor to execute the final version after approval from FHWA and MDOT” is enumerated, this consent item is thereby approved. The agreement follows this page.

11. CONSIDERATION TO APPROVE AN ENGINEERING SERVICES AGREEMENT WITH ATWELL AND GENT TO PROVIDE DESIGN, BIDDING, AND CONSTRUCTION SERVICES FOR THE REPLACEMENT OF THREE TRAFFIC SIGNALS ON LOUISVILLE STREET AS PART OF THE CAPITAL IMPROVEMENT PLAN.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval of an Engineering Services agreement with Atwell and Gent to provide design, bidding, and construction services for the replacement of three traffic signals on Louisville Street as part of the Capital Improvement Plan” is enumerated, this consent item is thereby approved. The agreement follows the Revised BUILD grant agreement.

12. ACCEPTANCE OF JANUARY 2022 FINANCIAL STATEMENTS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 15, 2022 Official Agenda, and to accept items for consent, whereby the “acceptance of the January 2022 preliminary financial statements” is enumerated, this consent item is thereby approved.

13. CONSIDERATION OF APPROVAL OF FISCAL YEAR 2022 BUDGET ADJUSTMENTS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval of fiscal year 2022 budget adjustments” is enumerated, this consent item is thereby approved. The adjustments follow the Atwell and Gent agreement.

14. CONSIDERATION TO HIRE COURTNEY COCHRAN AS A PROGRAM COORDINATOR/ INTERN FOR KEEP STARKVILLE BEAUTIFUL IN THE PLANNING DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Courtney Cochran as a Program Coordinator/ Intern for Keep Starkville Beautiful in the Planning Department” is enumerated, this consent item is thereby approved.

15. CONSIDERATION TO CLASSIFY ALLEN PEPPER AS A MAINTENANCE SUPERVISOR IN THE STARKVILLE AIRPORT DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval to classify Allen Pepper as a Maintenance Supervisor in the Starkville Airport Department” is enumerated, this consent item is thereby approved.

U.S. DEPARTMENT OF TRANSPORTATION

FIRST AMENDED AND RESTATED GRANT AGREEMENT UNDER THE FISCAL YEAR 2019 BUILD TRANSPORTATION GRANTS PROGRAM

This agreement is between the United States Department of Transportation (the “**USDOT**”), and the Mississippi Transportation Commission acting by and through the Mississippi Department of Transportation (the “**Recipient**”), and the City of Starkville, Mississippi (the “**First-Tier Subrecipient**”).

This agreement reflects the selection of the First-Tier Subrecipient to receive a BUILD Grant for the MS 182 / MLK Corridor Revitalization Project.

The parties want the First-Tier Subrecipient to carry out the project with the Recipient’s assistance and oversight.

The USDOT, Recipient, and First-Tier Subrecipient executed a grant agreement on January 14, 2021 (the “Original Grant Agreement”). The parties want to replace that grant agreement with an amended and restated grant agreement.

The parties therefore amend and restate the grant agreement to read in its entirety as follows:

Article 1 GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under The Fiscal Year 2019 BUILD Transportation Grants Program: FHWA Projects dated October 12, 2021 which is available at <http://go.usa.gov/xMsXR>. Articles 8 – 24 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions.
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, terminating of the BUILD Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the BUILD Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

Article 2

APPLICATION, PROJECT, AND AWARD

- 2.1 Application.** The application for funding was dated July 12, 2019 and titled “MS 182 / MLK Corridor Revitalization Project.” It contained Standard Form 424 and all information and attachments submitted with that form through Grants.gov.
- 2.2 Project.** In this agreement, the “**Project**” means the project proposed in the application identified in section 2.1 as modified by the negotiated provisions of this agreement, including article 3 and attachments A-E.
- 2.3 Federal Award and Federal Obligation.**
- (a) As described in attachment A, this project consists of a Base Phase for Preliminary Engineering and an Option Phase 1 for construction of the MS 182 / MLK Corridor Revitalization Project.
 - (b) The USDOT hereby awards a BUILD Grant to the Recipient in the amount of \$12,655,840 for the base phase and all option phases.
 - (c) This agreement obligates the base phase amount of \$1,259,110 for the budget period for eligible costs in the base phase.
 - (d) This obligates the Option Phase 1 – Electrical Constuction amount of \$1,440,000 for the budget period for eligible costs in the Option Phase 1.
 - (e) This agreement does not obligate funds for Option Phase 2 – Roadway Construction. The parties may, by amendment under article 21, obligate the Option Phase 2 amount of \$9,956,730 for eligible costs if FHWA Mississippi Division Office approves the PS&E for work to be performed on Option Phase 2 and the recipient has met all the applicable Federal, State, and local requirements. Further, the approval for the Option Phase 2 is subject to the availability of funds.
- 2.4 Award Dates.**
- | | |
|-------------------------|----------------|
| Budget Period End Date: | March 31, 2026 |
|-------------------------|----------------|
- 2.5 Urban or Rural Designation.** The USDOT hereby designates this to be an award to a project in a rural area.
- 2.6 Federal Award Identification Number.** The Federal Award Identification Number will be generated when the FHWA Division authorizes the project in FMIS. The Recipient acknowledges that it has access to FMIS and can retrieve the FAIN from FMIS

Article 3
SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work. (See Attachment A for additional details).

The project will revitalize MS Highway 182/MLK Drive by adding ADA-compliant sidewalks, bike lanes, pedestrian lighting, high-speed broadband access, and green infrastructure to mitigate flooding and revitalize brownfields.

3.2 Project's Estimated Schedule.

Milestone	Schedule Date
Base Phase: Preliminary Engineering	
Actual Preliminary Engineering Start Date:	4/16/2020
Actual NEPA Completion Date:	3/31/2021
Option Phase 1: Electrical Utility Relocation Construction Project	
Planned Electrical Utility Relocation Construction Project Agreement & Plans Approval Date /Authorization Approval Date:	1/4/2022
Planned Electrical Utility Relocation Construction Project Start Date:	4/1/2022
Planned Electrical Utility Relocation Construction Project Completion Date:	12/31/2023
Option Phase 2: Roadway Construction Project	
Planned Roadway Construction Project Plan, Specification, & Estimate (PS&E) Assembly Approval Date / Construction Authorization Approval Date:	3/1/2022
Planned Roadway Construction Project Start Date:	6/1/2022
Planned Construction Substantial Completion Date (ALL COMPONENTS)	12/31/2024

3.3 Project's Estimated Budget. (See Attachment B for additional details).

Eligible Project Costs	
BUILD Grant Amount:	\$12,655,840

Other Federal Funds:	\$0
State Funds:	\$0
Local Funds: ¹	\$6,062,848
Other Funds:	\$0
Total Eligible Project Cost:	\$18,718,688

Article 4 CRITICAL MILESTONE DEADLINES

4.1 Critical Milestone Deadlines.

Milestone	Deadline Date
Recipient converts the FY 2019 BUILD funds as set forth in section 7.4	30 business days after the date of this agreement.
USDOT receives first reimbursement request	February 2, 2021
Construction substantially completed, and project opens to traffic	December 31, 2024

Article 5 PARTY INFORMATION

5.1 Recipient's Unique Entity Identifier.

Dun and Bradstreet Data Universal Numbering System No. (the "DUNS No.") of Mississippi Department of Transportation: 809394067 and DUNS No. of City of Starkville, Mississippi: 095707444

5.2 Recipient Contact(s).

Edward Kemp, P.E., P.S
110 West Main Street
Starkville, MS 39759
City Engineer
e.kemp@cityofstarkville.org
662-323-2525 – Office

¹ City of Starkville, Mississippi Tax Revenue

662-418-5151 – Cell Phone

5.3 Recipient Key Personnel.

Lee Frederick, P.E.
State LPA Engineer
Mississippi Department of Transportation
Office: 601-359-7031
lfrederick@mdot.ms.gov

5.4 USDOT Project Contact(s).

Jeffrey A. Schmidt, P.E.
Deputy Division Administrator
FHWA – Mississippi Division
100 W. Capitol Street Suite 1062
Jackson, MS
601-965-7349
jeffrey.schmidt@dot.gov

**Article 6
USDOT ADMINISTRATIVE INFORMATION**

6.1 Payment System.

USDOT Payment System: FMIS

6.2 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Division

**Article 7
SPECIAL GRANT TERMS**

7.1 Subaward to First-Tier Subrecipient.

- (a) The Recipient hereby awards a subaward to the First-Tier Subrecipient for the purpose described in section 8.1.
- (b) The Recipient and the First-Tier Subrecipient may enter into a separate agreement, to which the USDOT is not a party, assigning responsibilities, including administrative and oversight responsibilities, among the Recipient and the First-Tier Subrecipient.
- (c) For the purpose of 2 C.F.R. parts 200 and 1201, the Recipient is a pass-through entity.

7.2 First-Tier Subrecipient Statements and Responsibilities.

- (a) The First-Tier Subrecipient affirms all statements and acknowledgments that are attributed to the Recipient under sections 10.1 and 10.2.
- (b) The First-Tier Subrecipient assumes the Recipient's reporting obligations under articles 14 and 15.

7.3 State Oversight Responsibilities. For the purpose of 23 U.S.C. 106(g), the Recipient shall act as if funds under this award are Federal funds under title 23, United States Code.

7.4 Advance Construction (23 U.S.C. 115). Within 30 business days after the date of final execution of this Agreement, the Recipient and State Department of Transportation must request the FHWA State Division Office to convert the FY 2019 BUILD funds authorized to proceed under the Advance Construction provisions of 23 U.S.C. § 115 for the Base Phase activities in the amount of \$1,500,000. The Division Office will then obligate the FY 2019 BUILD funds per a modified project agreement.

ATTACHMENT A STATEMENT OF WORK

The project will revitalize MS Highway 182/MLK Drive by adding ADA-compliant sidewalks, bike lanes, pedestrian lighting, streetscaping high-speed broadband access, and green infrastructure to improve safety (flood mitigation) and water quality and revitalize brownfields within the area. These activities are within the 1.4-mile segment of MS Highway 182/ Dr. Martin Luther King (MLK) Drive between North Long Street and Old West Point Road in Starkville, Mississippi.

Major Project Activities:

Base Phase: Preliminary Engineering

- Preliminary Engineering – Design
- NEPA Completion
- Final Engineering Design

Option Phase 1 – Electrical Utility Relocation Construction Project

- Final Utility Agreement and Plans Approval
- Utility Relocation Construction along nearby roadway corridors
- Construction Engineering for Utility Relocation Construction

Option Phase 2: Roadway Construction Project

- Plan, Specification & Estimate (PS&E)
- Construction
 - Traffic Control
 - Utilities
 - Mobilization
 - Demolition / Grading
 - Overlay / Reconstruction
 - Landscaping
 - Construction engineering and Inspection

ATTACHMENT B
ESTIMATED PROJECT BUDGET

1. Supplementary Fund Source Table(s)

Base Phase (PE) Project Costs	
BUILD Funds:	\$1,259,110
Local Funds ² :	\$314,778
Total:	\$1,573,888
Option Phase 1 (Electrical Utility Relocation Construction) Eligible Costs	
BUILD Funds:	\$1,440,000
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds ³ :	\$360,000
Other Funds:	\$0
Total Eligible Project Cost:	\$1,800,000
Option Phase 2 (Roadway Construction) Eligible Costs	
BUILD Funds:	\$9,956,730
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds ⁴ :	\$5,388,070
Other Funds:	\$0
Total Eligible Project Cost:	\$15,344,800

² City of Starkville, Mississippi Tax Revenue

³ City of Starkville, Mississippi Tax Revenue

⁴ City of Starkville, Mississippi Tax Revenue

2. Cost Classification Table

Cost Classification	Total Costs	Non-BUILD Previously Incurred Cost	Eligible Costs
Preliminary Engineering fees (Preliminary Design, NEPA and Final Design	\$1,573,888	\$0	\$1,573,888
Electrical Utility Relocation Construction Project	\$1,600,000	\$0	\$1,600,000
Contingencies for Electrical Utility Relocation Construction Project	\$150,000	\$0	\$150,000
Construction Engineering for Electrical Utility Relocation Construction Project	\$50,000	\$0	\$50,000
Roadway Construction Project	\$13,464,800	\$0	\$13,464,800
Roadway Construction Project Contingencies	\$660,000	\$0	\$660,000
Construction Engineering for Roadway Construction Project	\$1,220,000	\$0	\$1,220,000
Project Total	\$18,718,688	\$0	\$18,718,688

ATTACHMENT C PERFORMANCE MEASUREMENT TABLE

Study Area: The area to be studied includes MS 182/MLK Drive, between Long Street and Old West Point Road.

Pre-project Measurement Date: March 1, 2022

Pre-project Report Date: June 1, 2022

Project Outcomes Report Date: December 31, 2028

Table 1: Performance Measurement Table

Measure	Description and Category of Measure	Measurement Period	Reporting Period
Average Daily Traffic (ADT)	Economic Competitiveness The total volume of vehicle traffic on a highway or road segment per day as defined by the project study area.	Baseline Measurement: Annual average, accurate as of the Pre-project Measurement Date Interim Performance Measures: Accurate as of December 31, 2025 December 31, 2026 December 31, 2027	Baseline Measurement: Pre-project Report Date Interim Performance Measures: For a period of 3 years, beginning February 31, 2026 February 31, 2027 February 31, 2028
Bike and Pedestrian Counts/Trips	Economic Competitiveness Average daily bicycle and pedestrian counts using National Bicycle & Pedestrian Documentation Project methodology by conducting hourly counts at key locations in the	Baseline Measurement: Annual average, accurate as of the Pre-project Measurement Date Interim Performance Measures: Accurate as of December 31, 2025	Baseline Measurement: Pre-project Report Date Interim Performance Measures: For a period of 3 years, beginning February 31, 2026

Measure	Description and Category of Measure	Measurement Period	Reporting Period
	study area. Counts will be collected on a typical weekday, Saturday and Sunday and should be conducted monthly to produce a quarterly average.	December 31, 2026 December 31, 2027	February 31, 2027 February 31, 2028

ATTACHMENT D
MATERIAL CHANGES FROM ORIGINAL GRANT AGREEMENT

The Recipient requests to increase the total cost of the project from \$15,819,800 to \$18,718,688. The Recipient also requests to separate the project into two Option Phases to help better facilitate the project; by separating the Construction into two phases, it allows the Recipient to begin the Electrical Utility Relocation component, prior to starting the roadway construction. Due to long lead times with obtaining the electrical equipment, the Recipient needs to separate the phases and allow adequate time for the Electrical Utility relocation work, prior to beginning roadway construction. A new option, Option Phase 1, has been added to obligate BUILD funds for the Electrical Utility Relocation Construction Project. BUILD funds for the Roadway Construction Project will be obligated pursuant to the new Option Phase 2.

Scope: No Changes.

Schedule: The schedule has changed since the Original Grant Agreement to address changes in the construction schedule. Due to the extra time needed to facilitate the approval of the design variance, this caused revisions to the project design and ultimately to the overall project schedule. Therefore, the PS&E Approval Date, Planned Construction Date, and Planned Construction Substantial Completion Date have all been adjusted. The schedule also now accounts for two Option Phases: Option Phase 1: Electrical Utility Relocation Construction and Option Phase 2: Roadway Construction.

The table below provides a summary of schedule changes:

Activity	Original Grant Agreement Schedule Date	New Schedule Date
Planned Electrical Utility Relocation Construction Project Agreement & Plans Approval Date /Authorization Approval Date (new Option Phase 1)	N/A	1/4/2022
Planned Electrical Utility Relocation Construction Project Start Date (new Option Phase 1)	N/A	4/1/2022
Planned Electrical Utility Relocation Construction Project Completion Date (new Option Phase 1)	N/A	12/31/2023
Planned Roadway Construction PS&E Approval (Option Phase 2 formerly Option Phase 1)	8/31/2021	3/1/2022
Planned Construction Start Date (Option Phase 2 formerly Option Phase 1)	11/30/2021	6/1/2022
Planned Construction Substantial (All Components) Completion Date	12/31/2023	12/31/2024

Budget: The overall budget has changed since the Original Grant Agreement, primarily due to increases in the costs of Construction. The construction cost increased because of general price increases with utilities relocation and other construction items. Since the Original Grant

Agreement, the overall project total cost has increased from 15,819,800 to \$18,718,688; specifically, construction costs have increased by \$2,898,888. The table below provides a summary of the budget changes:

MATERIAL CHANGES FROM APPLICATION

Scope: No Changes

Schedule: The schedule has changed since the project was selected to receive an award to address the critical dates needed to meet terms of the BUILD Grant. Specifically, the project schedule has been accelerated to meet the BUILD FY 2019 obligation deadline. The original PS&E Approval date was scheduled for March 2023; however, that would have been in direct conflict of the BUILD Grant funding obligation deadline of September 30, 2021. Therefore, the PS&E date was revised from March 1, 2023 to August 31, 2021 to meet this critical deadline. Also, due to the modification of the PS&E Approval Date, it also accelerated the Planned Construction Start Date from June 1, 2023 to November 30, 2021 and the Planned Construction Substantial Completion Date changed from October 1, 2025 to December 31, 2023.

The table below provides a summary of schedule changes:

Activity	Original Schedule Date	New Schedule Date
Planned PS&E Approval (Option Phase 1)	3/1/2023	8/31/2021
Planned Construction Start Date (Option Phase 1)	6/1/2023	11/30/2021
Planned Construction Substantial Completion Date	10/1/2025	12/31/2023

Budget: The overall budget did increase from the application due to slight increases in cost to Preliminary Engineer (PE) in the Base Phase. The Preliminary Engineering cost increased from an expected \$1,800,000 to \$1,875,000, due to additional environmental studies needed for the project. The increase in Preliminary Engineering was offset by a decrease in Construction costs, from, \$14,018,724 to \$13,944,800; therefore, the overall project cost increase is \$1,076.

The table below provides a summary comparison of the project budget changes:

Fund Source	Application		Section 3.3 and Attachment B	
	\$	%	\$	%
Total Project Cost	\$15,818,724.49	100%	\$15,819,800	100%
BUILD Funds	\$12,654,979.59	80%	\$12,655,840	80%
Non-Federal Funds	\$3,163,744.90	20%	\$3,163,960	20%
Total Eligible Project Cost	\$15,818,724.49		\$15,819,800	
BUILD Funds	\$12,654,979.59	80%	\$12,655,840	80%
Other Federal Funds				
Non-Federal Funds	\$3,163,979.90	20%	\$3,163,960	20%

ATTACHMENT E
APPROVED PRE-AWARD COSTS

On February 24, 2020, the City of Starkville, with concurrence from the Mississippi Department of Transportation, sent a written request to the FHWA Mississippi Division for advance construction (23 U.S.C. 115) authorization for Preliminary Engineering. The advance construction request would allow the recipient to begin Preliminary Engineering and the Environmental document; they requested advance construction for \$1,500,000 in BUILD Grant funds.

OST approved the City of Starkville's request to allow pre-award costs on April 16, 2020. The Division authorized advance construction on April 16, 2020.

RECIPIENT SIGNATURE PAGE

The Recipient, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

Mississippi Transportation Commission by and through the
duly authorized Executive Director of the Mississippi
Department of Transportation

Date

By:

Signature of Recipient's Authorized Representative

Brad White
Executive Director – Mississippi Department of
Transportation

Book____ Page____

FIRST-TIER SUBRECIPIENT SIGNATURE PAGE

The First-Tier Subrecipient, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

City of Starkville

_____	By: _____
Date	Signature of First-Tier Subrecipient's Authorized Representative
	Ms. Lynn Spruill
	Mayor
	City of Starkville, Mississippi

USDOT SIGNATURE PAGE

The USDOT, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

United States Department of Transportation

_____	By: _____
Date	Signature of Recipient's Authorized Representative
	Donald (Don) E. Davis
	Division Administrator
	FHWA - Mississippi

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT entered into by and between the **CITY OF STARKVILLE**, Starkville, Mississippi, hereinafter designated as the OWNER, and **ATWELL & GENT, P.A.**, Starkville, Mississippi, hereinafter designated as the ENGINEER.

WHEREAS: The OWNER contemplates replacements and improvements to existing traffic signalization at three locations: the intersection of Louisville Street and Yellow Jacket Drive, the intersection of Louisville Street and Lynn Lane, and the intersection of Louisville Street and Academy Drive, collectively hereinafter designated as the "FACILITIES", in Oktibbeha County in the State of Mississippi, and

WHEREAS: The OWNER requires the ENGINEER to provide engineering services associated required to construct replacements and improvements to the FACILITIES, and

WHEREAS: Certain engineering services are required in the investigation, planning and execution of said replacements and improvements to the FACILITIES, and

WHEREAS: The OWNER does hereby employ the ENGINEER to furnish the aforesaid engineering services,

NOW THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE 1 ENGINEERING & CONSULTING SERVICES

The ENGINEER AGREES, in consideration of payments to be made by the OWNER, as hereinafter set out, to render diligently and competently the engineering and consulting services described as follows:

ITEM ONE: DESIGN PHASE

Prepare bidding documents for the purpose of taking bids for traffic signal poles, mast arms and appurtenances. These items shall be purchased by the OWNER for construction of FACILITIES.

Prepare drawings, specifications, and Contract Documents for the purpose of awarding a single contract for the furnishing of labor, materials and equipment necessary for the construction of replacements and improvements to the FACILITIES.

The ENGINEER shall prepare and furnish to the OWNER cost estimates of all work included in the OWNER's completed plans, specifications, and contract documents.

ITEM TWO: BID PHASE

The ENGINEER shall furnish copies of plans and specifications for OWNER-Furnished equipment and materials to prospective bidders as required. Equipment specifications shall be provided to prospective bidders electronically via email. The ENGINEER shall evaluate the

bids received for equipment and materials and shall make recommendations as to the best bid for the Project.

The ENGINEER will provide the OWNER one (1) set of reproducible plans and specifications for the purpose of awarding a single contract for the furnishing of labor, materials and equipment necessary for the construction of replacements and improvements to the FACILITIES.

The ENGINEER shall act in a general advisory and consulting capacity to the OWNER throughout the bid phase.

ITEM THREE: CONSTRUCTION PHASE

The ENGINEER shall act in a general advisory and consulting capacity to the OWNER throughout the construction period and shall:

1. Provide detailed foundation designs based on steel design and foundation reactions submitted by the manufacturer of OWNER-Furnished traffic signal poles and mast arms.
2. Review shop drawings, diagrams, illustrations, catalog data, samples, the results of tests and inspections, and other items for compliance with the information given on Plans and Specifications prepared by ENGINEER.
3. Make periodic inspections of all work by the contractor and make reports to the OWNER of the ENGINEER's findings.
4. Based upon his review of the CONTRACTOR's applications for payment and supporting data, determine the amounts owing to the CONTRACTOR and approve in writing payment to the CONTRACTOR in such amounts.
5. Be available to the OWNER for interpretation of Plans and Specifications prepared by the ENGINEER, and recommend construction Change Orders as they are required for the proper execution of the Work.
6. Conduct, in company with the OWNER, a final inspection of the Project for compliance with the information given in the Contract Documents, and approve, in writing, final payment to the CONTRACTOR.
7. Upon completion of all construction included in this contract, the ENGINEER shall furnish to the OWNER a set of record drawings covering the work installed.
8. The ENGINEER shall not be responsible for the methods and means employed by the CONTRACTOR in the performance of the construction work. Further, the ENGINEER shall not be responsible for the safety of the workmen and others who might be injured during the course of the construction work by the CONTRACTOR, or for property that may be damaged.

ITEM FOUR: ADDITIONAL SERVICES

When authorized in writing by the OWNER, the ENGINEER shall furnish or obtain from others additional services not otherwise specifically provided for in ITEMS ONE, TWO and

THREE of SERVICES. These services shall include but not be limited to the following:

1. Prepare changes in design or perform other services resulting from substantial changes being made in the general scope of the project.
2. Prepare revisions of design documents, plans, or specifications that have been previously approved by the OWNER.
3. Prepare for and give testimony as an expert witness or make any other appearance on behalf of the OWNER before governmental, quasi-governmental, or civic bodies in connection with proceedings involving the project.
4. Provide additional or extended services during construction caused by fire, storm, work stoppages, or other prolongation of the contract time, or the OWNER's default due to delinquency or insolvency.

ARTICLE 2 OWNER'S RESPONSIBILITY

THE OWNER agrees, in consideration of the services to be performed by the ENGINEER, as hereinbefore set out to:

1. Furnish to the ENGINEER copies of all records, reports, design plans, and other information in its possession that may be required by the ENGINEER in the investigations and designs hereinbefore described.

ARTICLE 3 PAYMENTS

IN PAYMENT for the services hereinbefore described under ARTICLE 1, ENGINEER's SERVICES, the OWNER agrees to pay and does allow the ENGINEER the following amounts:

ITEM ONE: DESIGN PHASE

The sum of TWENTY EIGHT THOUSAND DOLLARS (\$28,000.00).

The fee shall be due and payable upon delivery to the OWNER of all Contract Documents necessary for taking bids for construction of FACILITIES.

ITEM TWO: BID PHASE

The sum of TWO THOUSAND DOLLARS (\$2,000.00).

The fee shall be payable upon delivery to the OWNER of a tabulation of the bids received for construction of FACILITIES.

ITEM THREE: CONSTRUCTION PHASE

The sum of TEN THOUSAND DOLLARS (\$10,000.00).

The fee shall be payable from time to time as construction progresses and in direct proportion to the percentage of the work completed by the contractor. No more than 95% of the fee will be

payable to the ENGINEER until all closeout documents have been delivered to the OWNER and a Certificate of Final Acceptance has been issued by the OWNER.

ITEM FOUR: ADDITIONAL SERVICES

The OWNER shall reimburse the ENGINEER on an hourly basis for each hour that any employee of the ENGINEER for hours spent on Additional Services as defined in ARTICLE 1 of this Contract, plus travel and out-of-pocket expenses as defined below:

1.0 Hourly Rates

Firm Principal	\$150.00
Sr. Engineer	\$140.00
Engineer I	\$120.00
Engineer II.....	\$105.00
Engineering Technician.....	\$100.00
CAD Technician.....	\$75.00
Senior Engineering Intern.....	\$50.00
Junior Engineering Intern	\$35.00

2.0 Subcontract Work

Subcontract costs for work performed by another firm if required, will be billed at cost.

3.0 Billing

Charges are computed based on the above rates using only hours spent directly on this project. The rates are complete and include all charges. The ENGINEER will submit an invoice to the OWNER each month for all compensation due for services performed hereunder for the preceding month. OWNER shall inspect and make payment within forty-five (45) days of its approval of the invoice or otherwise in accordance with the Timely Payment of Purchases by Public Bodies [Section 31-7-301, et sequential, Mississippi Code of 1972].

ARTICLE 4 CONSTRUCTION BUDGET

OWNER's construction budget for this project is \$650,000.00.

ARTICLE 5 ARBITRATION

All claims, disputes, and other matters in question, arising out of, or relating to, this agreement or the breach of this agreement shall be decided by arbitration in accordance with Sections 11-15-101, et sequential, Mississippi Code of 1972. The arbitration shall be conducted as provided by said Sections 11-15-101, et sequential, and this agreement to arbitrate shall be specifically enforceable as provided therein.

ARTICLE 6 SUCCESSORS AND ASSIGNS

This agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties, but not including third-party beneficiaries not specifically named within this agreement.

ARTICLE 7 ASSIGNMENT

Except as provided above, neither party shall assign nor transfer any interest in this agreement without the prior, express, and written consent of the other.

ARTICLE 8 NO PERSONAL LIABILITY

Nothing in this agreement shall create on behalf of the ENGINEER any supervisory responsibility for the installation and implementation of any facilities to be constructed and services therein. Any work done regarding construction of facilities and services therein, whether by OWNER or by independent contractors, is not under the authority or the supervision of the ENGINEER, its officers and/or agents. The ENGINEER's duties are limited to those as outlined in this agreement. Nothing in this agreement shall be construed as giving any rights or benefits under this agreement to anyone other than the named parties.

ARTICLE 9 NO WAIVER

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

ARTICLE 10 GOVERNING LAW

This agreement shall be governed by, construed, and enforced in accordance with the laws of Mississippi.

ARTICLE 11 SEVERABILITY

The invalidity of any portion of this agreement shall not be deemed to affect the validity of any other provision. If any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

ARTICLE 12 ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement in writing.

ARTICLE 13 MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

ARTICLE 14 FORCE MAJEURE

Neither party to this agreement shall be liable to the other for any loss, cost, or damages, arising out of, or resulting from, any failure to perform in accordance with the terms of this agreement where the cause of such failure shall include, but not be limited to, acts of God, strikes, lockouts, or other industrial disturbances, wars, whether declared or undeclared, blockades, insurrections, riots, governmental action, explosions, fire, floods, or any other cause not within the reasonable control of either party.

ARTICLE 15 NOTICES

Any notice provided for or concerning this agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail to the respective address of each party as set forth within this agreement.

ARTICLE 4 - GENERAL CONSIDERATIONS

The ENGINEER's estimate of costs is the opinion of the ENGINEER of the probable construction cost on the date the estimate and is supplied as a guide only. Since the ENGINEER has no control over the cost of labor and materials or over competitive bidding and market conditions, the ENGINEER does not guarantee the accuracy of such opinion as compared to contractor bids or actual cost to the OWNER.

The ENGINEER shall carry Professional Liability Insurance with limits of liability of \$2,000,000.00 for the duration of this Agreement. ENGINEER shall provide OWNER with a Certificate of Insurance indicating that the insurance is in effect. ENGINEER shall notify OWNER thirty (30) days prior to cancellation of this insurance.

The ENGINEER will perform engineering services in accordance with generally accepted engineering practices and makes no warranty, either expressed or implied, as part of this Agreement.

The ENGINEER does not guarantee the performance or safety of materials and equipment provided by any construction contractors or materialmen.

This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event this Agreement should be terminated by the OWNER, the ENGINEER shall be paid his compensation for services performed prior to receipt of written notice of such termination. In all cases where termination has resulted due to one party failing substantially to perform in accordance with the terms of this Agreement, such party will remain liable to the other for all damages incurred as a result of breach of this Agreement.

The Agreement may be terminated by either party upon seven days' written notice should either party be unable to substantially perform in accordance with its terms due to circumstances beyond the control of the parties. In event of such termination, neither party will remain liable to the other for damages incurred as a result of such termination.

If the project is suspended for more than six months or abandoned in whole or in part, the ENGINEER shall be paid his compensation for services performed prior to receipt of written notice from the OWNER of such suspension or abandonment, together with reimbursable expenses then due, as described in ARTICLE 3, PAYMENTS.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this **28th day of January, 2022.**

OWNER

WITNESS

CITY OF STARKVILLE

By: _____

Title: _____

ENGINEER

WITNESS:

ATWELL AND GENT, P.A.

By: _____

Title: _____

Budget Adjustments
Fiscal Year 9/30/22

Account	Code	Debit	Credit
Golf Cart Permits	001-000-222-022		2,500.00
Taskforce OT Reimbursement (Police)	001-000-230-028		10,000.00
Police OT	001-201-450-125	10,000.00	
Project PEACE Grant	001-000-250-620		15,000.00
Bird Scooter Revenue	001-000-350-147		1,500.00
TIF Reimbursement – Okt County	001-000-354-620		50,000.00
Technology Insurance	001-123-620-370	15,000.00	
Project PEACE Employees	001-191-440-107	15,000.00	
Fire Truck Payment (Correction)	001-261-820-874	13,785.00	
Street Dept Gas and Oil	001-301-525-231	5,000.00	
Street Supplies and Small Tools	001-301-555-250	5,000.00	
Animal Control Supplies	001-360-555-250	1,500.00	
Ending Fund	001-900-990-979	13,715.00	
Totals		\$ 79,000.00	\$ 79,000.00



Starkville Utilities – Electric Department
Budget Year 2022 (10/2021-9/2022) Amendment

	Current Budget	Amendments	Amended Budget
<u>Revenues</u>			
1 Electric Sales	41,270,000	(1,195,000)	40,075,000
2 Forfeited Customer Discounts	250,000		250,000
3 Misc. Service Revenue	250,000		250,000
4 Interest Income	15,000		15,000
5 Rent from Electric Property	315,000		315,000
6 Water Sewer Reimbursement	1,000,000		1,000,000
7 Sanitation Reimbursement	75,000		75,000
8 City Reimbursement for Lights	12,000		12,000
Other Revenue	1,917,000	-	1,917,000
Total Revenue	43,187,000	(1,195,000)	41,992,000
<u>Expenses</u>			
9 Purchased Power Expense	32,695,000	(1,695,000)	31,000,000
<u>Payroll Expenses</u>			
10 Employee Salaries	1,990,300	45,000	2,035,300
11 Employee Overtime	100,000	20,000	120,000
12 Employer Contributions - State Retirement	363,712	11,310	375,022
13 Employer Contributions - Social Security	159,908	4,973	164,880
14 Employer Contributions - Group Insurance	185,000		185,000
15 Payroll Expense from Other Departments	55,000	5,000	60,000
Total Payroll Expenses	2,853,920	86,283	2,940,203
<u>Operating Expenses</u>			
16 City Administrative Cost Reimbursement	135,000		135,000
17 Billing Services	325,000		325,000
18 Insurance	220,000	20,000	240,000
19 Communications	95,000	(5,000)	90,000
20 Travel and Training	45,000		45,000
21 Dues	50,000		50,000
22 Office Supplies	60,000	10,000	70,000
23 Safety Supplies	25,000		25,000
24 Uniforms	30,000		30,000
25 Audit	20,000	4,000	24,000
26 Collection Fees	15,000		15,000
27 Advertising	6,000	(3,000)	3,000
28 Utilities	15,000		15,000
29 Rent	3,000		3,000
30 Postage	8,000		8,000
Total Operating Expenses	1,052,000	26,000	1,078,000



**Starkville Utilities – Electric Department
Budget Year 2022 (10/2021-9/2022) Amendment**

	Current Budget	Amendments	Amended Budget
<u>Maintenance Expense</u>			
31 Auto Repair Parts & Supplies	210,000		210,000
32 Expensed Materials & Supplies	265,000		265,000
33 Substation Repairs & Supplies	75,000	(35,000)	40,000
34 Row Clearing	370,000		370,000
35 Contract Services	455,000		455,000
37 General Maintenance	50,000		50,000
38 Building Maintenance	50,000		50,000
Total Maintenance Expenses	1,475,000	(35,000)	1,440,000
<u>Capital Expense</u>			
50 Capitalized Materials & Supplies	1,000,000		1,000,000
51 Capitalized Contract Services	100,000		100,000
52 Asset Purchases - Building & Grounds	25,000	875,000	900,000
53 Asset Purchases - Equipment & Vehicles	610,000		610,000
54 Capital Projects & Construction	3,949,523		3,949,523
Total Capital Expenses	5,684,523	875,000	6,559,523
<u>Debt Expenses</u>			
60 Interest Expense on LTD	154,813		154,813
61 Principal Paid on LTD	470,000		470,000
Total Debt Expenses	624,813	-	624,813
62 Tax Equivalency	1,365,000		1,365,000
Total Expenses	45,750,256	(742,718)	45,007,539
Total Revenue Over Expenses	(2,563,256)	(452,283)	(3,015,539)
<u>54 Capital Projects (Net of Long-Term Debt Funding) - #54 Detail</u>			
Capital Projects - Substation	1,504,523		1,504,523
Capital Projects - Distribution	1,825,000		1,825,000
Capital Projects - Street Lighting	570,000		570,000
Capital Projects - Traffic Signals	50,000		50,000
Total	3,949,523	-	3,949,523



**Starkville Utilities – Water & Sewer Department
Budget Year 2022 (10/2021-9/2022) Amendment**

		Current Budget	Amendments	Amended Budget
<u>Revenues</u>				
1	Water Sales Revenue	\$ 4,000,000	\$ 500,000	\$ 4,500,000
2	Sewer Sales Revenue	3,500,000		3,500,000
	Total Sales Revenue	\$ 7,500,000	\$ 500,000	\$ 8,000,000
3	Forfeited Customer Discounts	120,000	(20,000)	100,000
4	Misc. Service Revenue	45,000	5,000	50,000
5	Interest Income	10,000		10,000
6	Tap Fees	150,000		150,000
7	Tower Lease	356,000		356,000
8	MSU Wastewater Treatment Income	1,350,000		1,350,000
9	Wastewater Revenue	20,000	20,000	40,000
10	Federal & State Grant Revenue	-	932,183	932,183
	Total Other Revenue	\$ 2,051,000	\$ 937,183	\$ 2,988,183
	Total Revenue	\$ 9,551,000	\$ 1,437,183	\$ 10,988,183
<u>Expenses</u>				
<u>Payroll Expenses</u>				
11	Employee Wages	\$ 1,085,000	\$ 100,000	\$ 1,185,000
12	Employee Overtime	120,000		120,000
13	Employer Contribution - Retirement	209,670	17,400	227,070
14	Employer Contribution - Social Security	92,183	7,650	99,833
15	Employer Contribution - Insurance	140,000		140,000
16	Payroll Expense from Other Departments	650,000		650,000
	Total Payroll Expenses	\$ 2,296,853	\$ 125,050	\$ 2,421,903
<u>Operating Expenses</u>				
17	City Administrative Costs	\$ 75,000		\$ 75,000
18	Rental Allocation to Electric Dept	160,000		160,000
19	Billing Services	150,000		150,000
20	Insurance	70,000		70,000
21	Communications	60,000	(10,000)	50,000
22	Travel & Training	10,000		10,000
23	Dues	3,000		3,000
24	Office Supplies	20,000		20,000
25	Uniforms	20,000		20,000
26	Advertising	2,000		2,000
27	Utilities	820,000	130,000	950,000
28	Rent	1,000	4,000	5,000
29	Miscellaneous Expense	10,000		10,000
	Total Operating Expenses	\$ 1,401,000	\$ 124,000	\$ 1,525,000



**Starkville Utilities – Water & Sewer Department
Budget Year 2022 (10/2021-9/2022) Amendment**

		Current Budget	Amendments	Amended Budget
	<u>Maintenance Expense</u>			
30	Supplies & Small Tools	\$ 700,000	\$ 100,000	\$ 800,000
31	Gas & Oil Expense	60,000	20,000	80,000
34	Chemicals	120,000		120,000
35	Contract Services	250,000		250,000
39	Water Quality Analysis	50,000		50,000
40	Tank & Well Maintenance	100,000	(20,000)	80,000
41	Repairs & Maintenance - Infrastructure	500,000		500,000
42	Repairs & Maintenance - Shop	100,000	100,000	200,000
43	Repairs & Maintenance - Equipment	300,000		300,000
44	MSU Pump Operations & Maintenance	800,000		800,000
45	Remote Pump Station Maintenance	40,000		40,000
	Total Maintenance Expenses	\$ 3,020,000	\$ 200,000	\$ 3,220,000
	<u>Capital Expense</u>			
50	Infrastructure Improvements	\$ 1,465,000	\$ 1,629,015	\$ 3,094,015
51	Asset Purchases - Building & Grounds	25,000		25,000
52	Asset Purchases - Equipment & Vehicles	150,000		150,000
	Total Capital Expenses	\$ 1,640,000	\$ 1,629,015	\$ 3,269,015
	<u>Debt Expenses</u>			
60	Interest Expense on LTD	\$ 420,637		\$ 420,637
61	Principal Paid on LTD	1,080,751		1,080,751
	Total Debt Expenses	\$ 1,501,388	\$ -	\$ 1,501,388
	Total Expenses	\$ 9,859,241	\$ 2,078,065	\$ 11,937,306
	Total Revenues Over Expenses	\$ (308,241)	\$ (640,882)	\$ (949,123)

	<u>Capital Expense (Net of Long-Term Debt Funding) - #50 Detail</u>			
50B	SCADA Wastewater Upgrades	\$ 300,000	(250,000)	50,000
50C	Green Oaks Water & Sewer Replacement	350,000	850,000	1,200,000
50D	Trim Cane Lift Station Rehab		26,000	26,000
50E	Babylon Road Sewer Rehab		800,000	800,000
50F	Rolling Hills Sewer Rehab	450,000	50,000	500,000
50G	New Production Well	50,000		50,000
50H	Build Grant Hwy 182 Improvements	400,000		400,000
50R	Major Construction and Rehab Work	845,000	(210,000)	635,000
	Total	\$ 2,395,000	\$ 1,266,000	\$ 3,661,000
	Less: Debt Funding Capital Projects	(930,000)	363,015	(566,985)
	Capital Expense Net of Long-Term Debt	\$ 1,465,000	\$ 1,629,015	\$ 3,094,015

16. CONSIDERATION TO HIRE STEPHEN BOREN AS A CERTIFIED FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Stephen Boren as a Certified Firefighter” is enumerated, this consent item is thereby approved.

17. CONSIDERATION TO HIRE BAILEY WOFFORD AS AN ENGINEERING ASSOCIATE IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Bailey Wofford as an Engineering Associate in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

18. CONSIDERATION TO HIRE JOE DANTZLER AND JEREMY HAIRSTON AS DRIVERS 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 February 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Joe Dantzler and Jeremy Hairston as Drivers in the Sanitation/Environmental Services Department” is enumerated, this consent item is thereby approved.

19. CONSIDERATION TO HIRE DAVID GERMAN AS A GIS COORDINATOR IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire David German as a GIS Coordinator in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

20. CONSIDERATION TO CALL FOR A PUBLIC HEARING UNDER MISS. CODE ANN 21-19-11 TO DETERMINE WHETHER THE STRUCTURE LOCATED AT 200 CURTIS CIRCLE (PARCEL #: 102C-00-147.00) IS A MENACE TO THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval to call for a public hearing under Miss. Code Ann. 21-19-11 to determine whether the structure located at 200 Curtis Circle (Parcel 102C-00-147.00) is a menace to the public health, safety and welfare of the community” is enumerated, this consent item is thereby approved.

21. CONSIDERATION TO PURCHASE A KNUCKLEBOOM LOADER FROM THE BEST BID OF \$189,750.00 FROM SANSOM EQUIPMENT DUE TO A QUICKER DELIVERY TIME, FAMILIARITY, AND MEETING ALL SPECIFICATIONS REQUESTED AND TO AUTHORIZE THE CITY CLERK TO ADVERTISE FOR FINANCING.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval to purchase one knuckle boom loader from the best bid of \$189,750.00 from Sansom Equipment due to a quicker delivery time, familiarity, and meeting all specifications requested and to authorize the city clerk to advertise for financing” is enumerated, this consent item is thereby approved.

Item Description	Qty.	Hol-Mac Corp	Sansom Equipment Company	Truckworx	Burroughs Diesel
Knuckleboom Loader	1.00	\$189,116.00	\$189,750.00	\$213,161.39	\$226,942.00
Delivery Time (In Days)	1.00	120	60	300	320

22. CONSIDERATION TO ACCEPT CHANGE ORDER NUMBER 2 TO FINALIZE THE WASTEWATER BIOSOLID'S IMPROVEMENT PROJECT AND TO SUBMIT FINAL PAYMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval to accept change order number 2 to finalize the wastewater Biosolid’s Improvement project and to submit final payment” is enumerated, this consent item is thereby approved. The Change Order follows this page.

23. CONSIDERATION TO ADVERTISE FOR BIDS FOR THE ELECTRIC DIVISION RIGHT OF WAY CLEARING SERVICE CONTRACTS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval to advertise for bids for the Electric Division Right of Way clearing service contracts” is enumerated, this consent item is thereby approved.

24. CONSIDERATION FOR STARKVILLE UTILITIES TO INITIATE TASK ORDER #8 FROM GARVER, LLC UNDER THEIR PROFESSIONAL SERVICE AGREEMENT FOR VARIOUS WATER AND SEWER ENGINEERING SUPPORT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval for Starkville Utilities to initiate Task Order #8 from Garver, LLC under their professional service agreement for various water and sewer engineering support” is enumerated, this consent item is thereby approved.

25. CONSIDERATION TO ACCEPT THE LOWEST QUOTE FROM HOWARD FOR ADDITIONAL AUDIOVISUAL EQUIPMENT FOR THE OPERATION'S CENTER ADDITION TRAINING ROOM IN THE AMOUNT OF \$26,107.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval to accept the lowest quote from Howard for additional audiovisual equipment for the operation’s center addition training room in the amount of \$ 26,107.00” is enumerated, this consent item is thereby approved.

Two Quotes Received: Howard Technology - \$ 26,107.00 and Security Solutions - \$27,397.25

CHANGE ORDER

No. 2

DATE OF ISSUANCE 2/1/22

EFFECTIVE DATE 2/1/22

OWNER CITY OF STARKVILLE, MS

CONTRACTOR J+P CONSTRUCTION CO., INC.

Contract: _____

Project: ERNEST E. JONES WWTP - BIOSOLIDS IMPROVEMENTS

OWNER's Contract No. _____ ENGINEER's Contract No. 0754203

ENGINEER VOLKERT, INC.

You are directed to make the following changes in the Contract Documents: Description:

STARKVILLE UTILITIES REQUESTED J+P CONSTRUCTION TO REMOVE ALL 3 BAFFLES IN THE EAST OXIDATION DITCH INSTEAD OF JUST 1 IN ORDER TO REDUCE IMPACT TO THE PLANT AND REDUCE TOTAL COST. PRICE = \$15,751.00

Reason for Change Order:

EVOLVA REQUESTED TO REMOVE 1 BAFFLE IN THE EAST DITCH AND THE PREFERRRED APPROACH WAS TO REMOVE ALL 3 AT ONE TIME.

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:
Original Contract Price <u>\$ 7,723,200.00</u>
Net Increase (Decrease) from previous Change Orders No. <u>1</u> to: <u>2</u> <u>\$ 15,751.00</u>
Contract Price prior to this Change Order: <u>\$ 7,709,024.00</u>
Net increase (decrease) of this Change Order: <u>\$ 1,575.00</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: <u>N/A</u> Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net change from previous Change Orders No. _____ to No. _____: Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days)

City of Starkville, MS
Ernest E Jones WWTP - Biosolids Improvements
August 22, 2019

Contract Price with all approved Change
Orders:

\$ 7,724,775.00

Contract Times with all approved Change Orders:

Substantial Completion: _____

Ready for final payment: _____
(days or dates)

RECOMMENDED:

By: 
ENGINEER (Authorized Signature)
Signature)

Date: 2-1-22

APPROVED:

By: _____
OWNER (Authorized Signature)

Date: _____

ACCEPTED:

By: 
CONTRACTOR (Authorized

Date: 2/1/22

26. CONSIDERATION FOR STARKVILLE UTILITIES TO RENEW THE PROFESSIONAL SERVICE AGREEMENT WITH NARRATIVE 12 FOR COMMUNICATION SERVICES.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval of Starkville Utilities to renew the professional service agreement with Narrative 12 for communication services” is enumerated, this consent item is thereby approved. The agreement follows this page.

27. CONSIDERATION TO ACCEPT THE LOWEST AND BEST BID FOR THE CONSTRUCTION OF THE BABYLON RD SANITARY SEWER IMPROVEMENT PROJECT FROM BOX CONSTRUCTION IN THE AMOUNT OF \$520,269.20 CONTINGENT UPON APPROVAL OF THE MS DEVELOPMENT AUTHORITY.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval to accept the lowest and best bid for the construction of the Babylon Rd Sanitary Sewer Improvement project from Box Construction in the amount of \$520,269.20 contingent upon Mississippi Development Authority approval of the bid” is enumerated, this consent item is thereby approved. The Bid Tab and Contractor Eligibility Certification follows the Narrative 12 agreement.

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS:

Mayor Spruill introduced new employees Dylan White, Airport Operations Manager; Cindy Perkins, Deputy Clerk – Accounts Payable and Lisa LeMasters, Deputy Clerk – Accounts Receivable. The Mayor congratulated Starkville Utilities for recently being awarded the GSDP Main Street Award and noted the turf fields at Cornerstone Park are being installed beginning February 16. She also recognized and welcomed all the Scouts present in the audience.

BOARD OF ALDERMEN COMMENTS:

Alderman Sistrunk encouraged the Scouts to become involved in their community and to perhaps run for office themselves one day.

Alderman Rupp noted GLO won the GSDP Starkville Industry of the Year award.

Alderman Perkins thanked all involved with seeing the Babylon Road Sewer project becoming a reality. He noted this project had proven to be a great example of patience and diligence over the years it has taken to work up the project and funding. He stated he is grateful for the cooperation of the area residents and hopes to see work fully completed by the end of the year.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, asked that the City look at Womack Street to see if more lighting can be added. He also asked that ADA safety be looked at on Main Street.

PUBLIC APPEARANCE: None

Agreement

Between

NARRATIVE¹²

and



We are pleased to confirm the terms on which *Narrative12* will provide communications support to Starkville Utilities, for purposes of this document referred to as "SU."

I. NARRATIVE 12 RESPONSIBILITIES AND COMPENSATION

- A. *Narrative12* will perform the services customarily performed by a communications team as directed by SU. This contract is specifically created to focus on the planning and execution of the SU social media platforms and web content with a budget of \$2,000 per month and \$2,500 for a comprehensive package of communications services.

The deliverables outlined above do not include:

- Printing costs
- Design costs
- Talent fees
- Stock images
- Music rights
- Customer surveys
- Media/advertising placements
- Audio/video production costs
- Mailing costs
- Travel expenses
- Web hosting
- Meeting room rentals

- B. Social media coordination shall include management of a comprehensive and dynamic social media presence that utilizes a combination of original content as well as strategically linking state and nationally relevant stories that yield audience engagement and drive traffic to the SU website. It shall not include outage updates and emergency related messaging, which will remain the responsibility of the SU communications team. Placements shall include a minimum of three Facebook posts per week, two Instagram posts per week, and one Twitter post per workday.
- C. *Narrative12* will be compensated for the performance of its services on a fee basis over the length of this agreement from March 25, 2022 through March 25, 2023. This fee is to be paid in monthly installments based on billings issued at the end of each month.
- D. Any projects outside the scope of this agreement (such as slide shows, special videos, advertising, etc.) will be billed separately at rates agreed upon prior to the beginning of any work.
- E. *Narrative12* shall not disseminate, or use for its own purposes, both during and after the termination of this agreement, any confidential information imparted to *Narrative12* by SU. For purposes of this agreement, "confidential information" shall mean any information imparted to *Narrative12* by SU or derived from such

information or developed by *Narrative12* in connection with the services to be performed under this agreement.

- F. *Narrative12* recognizes SU's reservation of the right to modify, reject or cancel or discontinue any and all plans, schedules or works in progress; and in such event *Narrative12* will immediately take proper steps to carry out SU's instructions. SU agrees, however, to pay any and all of the proper charges and expenses incurred by *Narrative12* in connection with such work up to the time of its modification, rejection, cancellation and/or discontinuance and for properly imposed charges cancellation of any commitments previously authorized in writing by SU.

II. APPROVALS

- A. *Narrative12* will obtain approval from SU before doing any of the following:

1. Adopting a communications strategy for services or products.
2. Preparing a customer information campaign.
3. Developing or placing messages to the SU website or social platforms.

Additional projects assigned, but not defined in this document, shall be approved and estimated on a case-by-case basis, as needed.

- B. All authorizations for services and all approvals will be made by the SU general manager unless or until others are designated in writing.
- C. It is understood that SU reserves the right to modify, revise or cancel any plans, schedules or work. In the event SU notifies *Narrative12* that it wishes to do so, *Narrative12* will take steps as promptly as is practicable to stop or revise the work. In connection with any such action, SU agrees to pay *Narrative12* according to the terms of this agreement for any work done, including any contracts and commitments *Narrative12* is unable to cancel, and to reimburse *Narrative12* for any cancellation penalties incurred.
- D. In all cases where substantial expenditures by SU are involved, *Narrative12* will obtain specific written approval before making commitments.

III. BILLING AND PAYMENTS

- A. Billings to SU will be rendered as follows:

1. Charges will be billed monthly under one invoice for all agreed-upon services.
2. *Narrative12* shall submit with each invoice all supporting documentation as may be reasonably requested by SU.

3. SU will reimburse *Narrative12* at net cost for all reasonable travel and living expenses incurred by *Narrative12* staff in servicing the SU account hereunder, subject to *Narrative12* obtaining prior approval of SU for the travel.

IV. MATERIALS AND IDEAS

- A. It is understood that any plans developed by *Narrative12* will remain its property (regardless of whether any embodiment of the plans or ideas is in the possession of SU) until paid for and executed as provided in this agreement, when they shall become the sole and exclusive property of SU. *Narrative12* retains the right to reference and display the work products done for SU for *Narrative12*'s own promotional purposes.
- B. *Narrative 12* acknowledges its responsibility, both during and for one year after the end of its appointment, to use all reasonable efforts to preserve the confidentiality of any proprietary information or data developed by *Narrative 12* on behalf of SU or disclosed by SU to *Narrative 12*.

V. INDEMNIFICATION

- A. *Narrative12*'s appointment under this agreement will be effective from March 25, 2022 through March 25, 2023. It will then automatically renew and be updated with an addendum, communicating the revised compensation and deliverable portions of the contract, based on future goals and budgets. If the agreement is not to be renewed, SU or *Narrative12* will provide a 30-day notice of termination. The respective rights and responsibilities of SU and *Narrative12* will continue in force during the notice period.
- B. It is understood that the above terms will be subject to review at any time hereafter at the request of SU or *Narrative12* in light of changing business circumstances. If at any point SU or *Narrative12* determines the conditions of this agreement are not being met or services not being provided, either party may notify the other in writing of its intention to cancel the contract via a 30-day notice of termination. The respective rights and responsibilities of SU and *Narrative12* will continue in force during the notice period.
- C. Upon receipt of termination, *Narrative12* shall submit to SU a written report of all current and future jobs. SU shall thereupon authorize *Narrative12* in writing which jobs shall be brought to completion.
- D. Should termination occur, *Narrative12* will bill SU for all amounts remaining due under this agreement (to the extent it has not done so already) and SU will pay such amounts within 45 days. All property and materials in the possession of *Narrative12* and previously paid for or owned by SU shall be transferred to SU or its designated representatives.
- E. This agreement constitutes the entire agreement between the parties and may not be amended except in writing executed by both parties.

Narrative12 represents and warrants that it has, and shall maintain throughout the term hereof, all necessary personnel support staff, equipment, licenses, permits to provide the services required under this agreement.

APPROVED AND ACCEPTED:

Narrative12

Starkville Utilities

By: 
Checky Herrington
Principal

By: _____
Terry Kemp
SU General Manager

Date: 2/3/22

Date: _____

TABULATION OF BIDS

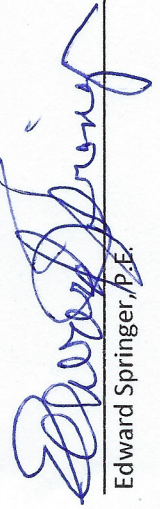
Project: Babylon Road Sewer Additions

Location: Starkville, MS

Date: February 14, 2022

Item No.	Item	Quantity	Unit	Engineering Estimate		Michael Box Construction		4-D Construction	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization	1.0	Lump Sum	\$45,000.00	\$45,000.00	\$236,875.20	\$236,875.20	\$25,000.00	\$25,000.00
2	8" PVC Sewer Main (0'-6' Depth)	3012.0	Lin. Ft.	\$37.00	\$111,444.00	\$29.00	\$87,348.00	\$55.00	\$165,660.00
3	8" PVC Sewer Main (6'-10' Depth)	875.0	Lin. Ft.	\$45.00	\$39,375.00	\$35.00	\$30,625.00	\$60.00	\$52,500.00
4	1-1/4" PVC Force Main	2291.0	Lin. Ft.	\$20.00	\$45,820.00	\$8.00	\$18,328.00	\$10.00	\$22,910.00
5	Air Release Valve Assembly	3.0	Each	\$8,800.00	\$26,400.00	\$1,000.00	\$3,000.00	\$8,200.00	\$24,600.00
6	48" Diameter Manhole (0'-6' Depth)	13.0	Each	\$4,800.00	\$62,400.00	\$3,000.00	\$39,000.00	\$4,500.00	\$58,500.00
7	48" Diameter Manhole (6'-10' Depth)	2.0	Each	\$6,200.00	\$12,400.00	\$3,900.00	\$7,800.00	\$5,000.00	\$10,000.00
8	Washed Gravel	80.0	Cu. Yds.	\$40.00	\$3,200.00	\$25.00	\$2,000.00	\$40.00	\$3,200.00
9	Crushed Limestone Aggregate	120.0	Cu. Yds.	\$80.00	\$9,600.00	\$45.00	\$5,400.00	\$75.00	\$9,000.00
10	Select Fill Material (lift station pads)	80.0	Cu. Yds.	\$20.00	\$1,600.00	\$25.00	\$2,000.00	\$40.00	\$3,200.00
11	Silt Fence	1500.0	Lin. Ft.	\$5.00	\$7,500.00	\$3.00	\$4,500.00	\$4.00	\$6,000.00
12	Straw Bales	100.0	Each	\$15.00	\$1,500.00	\$13.00	\$1,300.00	\$15.00	\$1,500.00
13	Ag. Lime, Fertilizer, Mulch and Seeding	2.4	Acres	\$1,300.00	\$3,120.00	\$1,120.00	\$2,688.00	\$6,800.00	\$16,320.00
14	Clearing and Grubbing	2.4	Acres	\$10,000.00	\$24,000.00	\$4,000.00	\$9,600.00	\$5,500.00	\$13,200.00
15	15" Corrugated Plastic Pipe	20.0	Lin. Ft.	\$40.00	\$800.00	\$20.00	\$400.00	\$75.00	\$1,500.00
16	36" Corrugated Plastic Pipe	10.0	Lin. Ft.	\$100.00	\$1,000.00	\$50.00	\$500.00	\$150.00	\$1,500.00
17	Concrete Collar	1.0	Each	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00
18	Service Connections	11.0	Each	\$800.00	\$8,800.00	\$920.00	\$10,120.00	\$2,500.00	\$27,500.00
19	4" PVC Sewer Service Line	1920.0	Lin. Ft.	\$25.00	\$48,000.00	\$16.00	\$30,720.00	\$25.00	\$48,000.00
20	6" PVC Sewer Service Line	135.0	Lin. Ft.	\$30.00	\$4,050.00	\$19.00	\$2,565.00	\$35.00	\$4,725.00
21	Creek Crossing (encasement and foundation)	1.0	Each	\$10,000.00	\$10,000.00	\$5,100.00	\$5,100.00	\$18,000.00	\$18,000.00
22	Sewer Lift Station	2.0	Each	\$95,000.00	\$190,000.00	\$9,700.00	\$19,400.00	\$190,000.00	\$380,000.00
Total Base Bid					\$656,509.00		\$520,269.20		\$897,815.00

I hereby certify that to the best of my knowledge, this is a true and correct copy of the bid tabulation of the bids for Babylon Road Sewer Additions opened on February 14, 2022 at 9:00 am.


Edward Springer, P.E.



State of Mississippi

TATE REEVES
Governor

MISSISSIPPI DEVELOPMENT AUTHORITY

February 16, 2022

Phylis W. Benson
Project Analyst
Golden Triangle Planning and Development District, Inc.
P.O. Box 828
Starkville, MS 39760-0828

RE: Contractor's Eligibility: City of Starkville
Grant #: 1136-20-347-PF-01

Dear Ms. Benson:

This letter is in response to your request for contractor eligibility dated February 16, 2022, for the following: Michael Box Construction, LLC, 875 East Sherwood OCL Road, Mathiston, MS 39752.

The Community Incentives Division of the Mississippi Development Authority has received your submitted documentation requesting the referenced contractor's status of being debarred, suspended or ineligible from Federal Procurement and Non-Procurement Programs. The Compliance Bureau did not find the contractor ineligible; therefore, the contractor is eligible to participate in the above-mentioned project.

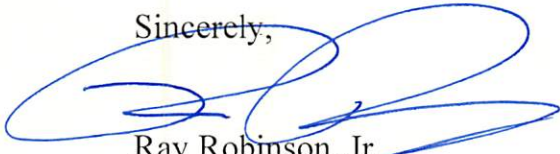
The Award Notification Form has been revised to include the date, time and place of the pre-construction conference. A representative from the division has the discretion to attend the conference. The Award Notification Form must be submitted to the appropriate division program manager prior to the first construction draw. Please submit HUD Form 4710, "*Semiannual Labor Compliance Report*," for projects requiring compliance with Davis-Bacon and Related Acts as contracts are awarded.

The City of Starkville must adhere to the Section 3 regulatory requirement found at 24 CFR 75 of the Federal regulation. It also must ensure to the "greatest extent feasible" that economic opportunities, employment and job training are provided to Section 3-covered residents and businesses within the community, as a result of the federally funded construction project.

Please refer to the CID Section 3 Policy and Procedures located at <https://mississippi.org/community-resources/compliance-bureau/>. Click on "Section 3 (24 CFR75)," then click on "CID Section 3 Policy and Procedures 2021."

If we can be of further assistance, please contact me at 601.359.9273.

Sincerely,



Ray Robinson, Jr.
Compliance Bureau Manager
Community Incentives Division

Enclosures

cc: Mayor D. Lynn Spruill
City of Starkville

PUBLIC HEARINGS:

FIFTH PUBLIC HEARING AND CONSIDERATION OF AMENDING SECTION 3, 17, AND 18 OF THE UNIFIED DEVELOPMENT CODE WITH THE ADDITION OF THE RENTAL HOUSING CODE

Daniel Havelin, City Planner, and Odie Avery, Assistant City Planner, presented the following proposed amendments to the UDC:

UDC Section Number	Description of Revision
3.8	Added Administrative Appeal of Rental Housing Code and Transient Vencor Licenses
17.6	Added Rental Housing Code
18	Adding, Updating, and Deleting Definitions relating to Rental Housing Code

Mayor Spruill opened the Public Hearing.

Alvin Turner noted his home recently was inspected as part of HUD housing and he felt this to be a positive thing for rental properties.

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

28. CONSIDERATION OF AMENDING SECTIONS 3, 17, AND 18 OF THE UNIFIED DEVELOPMENT CODE WITH THE ADDITION OF THE RENTAL HOUSING CODE

Alderman Sistrunk, duly seconded by Alderman Beatty, offered a motion approving the amending of sections 3, 17, and 18 of the Unified Development Code with the addition of the Rental Housing Code. The Board voted as follows:

Alderman Ben Carver	Voted: Nay
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	Voted: Nay
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 amendments follow this page.

ORDINANCE NO. 2022-01

ORDINANCE OF THE CITY OF STARKVILLE, MISSISSIPPI FOR AMENDING THE UNIFIED DEVELOPMENT CODE WITH THE ADOPTION OF SECTION 17.6 RENTAL HOUSING CODE

WHEREAS, The City of Starkville finds that certain of its residential neighborhoods could experience declining property values, a concomitant loss of City property tax revenue, and a decline in health, safety, and quality of life due to a lack of inspection and preventive and ongoing maintenance for an increasing number of long-term rental properties;

WHEREAS, the City has received numerous complaints from residents regarding unabated nuisances and risks to health, welfare, and safety caused by poorly maintained long term rental properties in their neighborhoods, including single family homes, resulting in sanitation problems, traffic safety issues, environmental and health concerns, and code violations; and

WHEREAS, the City finds and declares a compelling interest in establishing standards for licensing, inventorying, inspecting, and maintaining properties that are rented or leased for long term residential occupancy, in order to ensure decent, safe, and sanitary residential long term rental properties in the City and its residential neighborhoods; and

WHEREAS, the City has a duty and need to enact regulations that establish safe standards related to preventive and ongoing long term rental property maintenance, and enable the City to effectively license, inventory, inspect, and, if necessary, repair rental properties, in order to protect the overall health, safety, and welfare of the City's residents; and

WHEREAS, Section 21-17-5 of the Mississippi Code authorizes the City to adopt ordinances with respect to the care, management, and control of its municipal affairs, property, and finances; and

WHEREAS, Section 21-19-25 of the Mississippi Code authorizes the City to adopt codes by ordinance dealing with the general public health, safety, or welfare, or a combination of the same; and

WHEREAS, the Mayor and Board of Aldermen of the City of Starkville, Mississippi, did hold multiple public hearings in connection with the proposed amendments of the Unified Development Code; and

WHEREAS, the Mayor and Board of Aldermen do hereby find that notice of said public hearings was given as required by law, and based upon the input from citizens and others, the City of Starkville finds the need to amend the Unified Development Code.

NOW THEREFORE BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Starkville, Mississippi:

SECTION 1. That Sections 3, 17, and 18 of the Unified Development Code of the City of Starkville shall be amended as provided herein-above.

SECTION 2. Said Ordinance having been previously reduced to writing, a motion was made by Alderman Sistrunk and seconded by Alderman Brooks to adopt the Ordinance and no request having been made by the Mayor or any member of the Board of Aldermen that said Ordinance be read by the City Clerk before a vote was taken, and reading of such having been waived, said Ordinance was adopted by the vote of the Board of Aldermen, the results being as follows:

Alderman Ben Carver	Ward 1	Voted: <u>Nay</u>
Alderman Sandra C. Sistrunk	Ward 2	Voted: <u>Yea</u>
Alderman Jeffrey Rupp	Ward 3	Voted: <u>Yea</u>
Alderman Mike Brooks	Ward 4	Voted: <u>Nay</u>
Alderman Hamp Beatty	Ward 5	Voted: <u>Yea</u>
Vice Mayor Roy A'. Perkins	Ward 6	Voted: <u>Yea</u>
Alderman Henry N. Vaughn, Sr.	Ward 7	Voted: <u>Yea</u>

ORDAINED AND APPROVED, this the 15th day of February, 2022, at the Recess Meeting of the Mayor and Board of Aldermen of the City of Starkville, Mississippi.

City of Starkville, Mississippi

D. Lynn Spruill, Mayor

ATTEST:

Lesa Hardin, City Clerk

3.8. Administrative Appeal. An administrative appeal is any appeal from administrative interpretations on all matters pertaining to the adopted codes of the City that does not require a variance, waiver, use exception, or special exception. Administrative Appeals of the interpretation of the adopted Technical Codes or any issue related to stormwater requirements shall be reviewed by the Board of Adjustments and Appeals. Administrative Appeals of the interpretation and enforcement of the Rental Housing Code shall be reviewed by the Board of Aldermen. Administrative appeals of denial or revocation of transient vendor license shall be reviewed by the Board of Aldermen. All other Administrative Appeals shall be reviewed by the Planning and Zoning Commission.

3.8.1. Criteria for Administrative Appeal.

- A. Interpretation.** The appeal of the interpretation of the requirements by City Staff or the City's Consultant(s) shall be based on an alleged error in interpreting and/or the application of the requirements of the Unified Development Code.
- B. Appropriateness of the request.** The request for an Administrative Appeal shall be for interpretation only and does not trigger the requirements of a variance, waiver, use exception, or special exception.
- C. Review.** The Planning and Zoning Commission, Board of Adjustment and Appeals, and the Board of Aldermen shall have the power to review the decision of City Staff, de novo, but shall not consider new evidence that was not available to City Staff at the time of making an interpretation.

3.8.2. Application. An application for an appeal shall be submitted along with any supporting information to the Planning Department within ten (10) days of the written denial of an application by the Building Department, City Planner, Development Review Committee, and/or City Engineer.

3.8.3. Administrative Examination. Upon receipt of an application for an administrative appeal, the City Planner

shall examine, or cause to be examined, the application and shall make such investigation into the proposed administrative appeal as is necessary. If the application is determined to be complete, the City Planner shall place the item on the agenda for either the Planning and Zoning Commission or the Board of Adjustment and Appeals. The appeal shall be placed on the next regularly scheduled meeting of either the Planning and Zoning Commission or the Board of Adjustments and Appeals in accordance with the submittal schedule for non-advertised agenda items.

3.8.4. Appearance and Presentation. At the meeting, the applicant seeking the administrative appeal and any other party desiring to be heard upon the application may appear in person, by agent or by attorney. The applicant shall be entitled to make a presentation and at the conclusion of presentations or statements by all other parties, shall be entitled to offer a statement in rebuttal if desired. The chairman of either the Planning and Zoning Commission or the Board of Adjustment and Appeals shall, at the commencement of the meeting upon each application or at any time during such meeting, require that parties desiring to make a presentation identify themselves and may specify the time to be allowed each such party within which to make such a presentation.

3.8.5. Action. The decision recommended by either the Planning and Zoning Commission or the Board of Adjustments and Appeals and any specific conditions for approval shall be forwarded to the Mayor and Board of Aldermen for their binding decision. A super majority vote by either the Planning and Zoning Commission or the Board of Adjustments and Appeals shall be necessary to modify or reverse any order, requirement, decision, or determination of the Building Official, City Planner, Development Review Committee, and/or City Engineer. The Mayor and Board of Aldermen shall proceed to review the recommendation by either the Planning and Zoning Commission or the Board of Adjustment and Appeals. At the meeting, the decision of either the Planning and

Section 3. Procedures & Processes

Zoning Commission or the Board of Adjustment and Appeals shall either be affirmed, modified, or reversed by the Board of Aldermen by majority vote.

3.8.6. Appeal. Parties aggrieved by the final decision of the Mayor and Board of Aldermen, may appeal to a court of competent jurisdiction pursuant to state statute.

3.8.7. Conditions of Approval. The Mayor and Board of Aldermen may attach conditions in accordance with the approval. Conditions attached to the approval of an administrative appeal shall run with the land and shall be binding upon the applicants, their heirs, and/or successors.

17.6. Rental Housing Code

17.6.1. Intent. This code shall apply to all long-term rental housing units located within the City of Starkville, Mississippi, including all residential dwelling unit types. The intent of this code is to establish base standards for rental housing units in Starkville to prevent or correct slum and/or blighted conditions and protect the health, safety and welfare of the community. This code does not require existing rental housing units with normal wear and tear to be brought up to the requirements of the current adopted technical codes unless building permits are required in accordance with Section 17.3. This code shall not apply to hotels, motels, short-term rental, and/or any bed and breakfast.

17.6.2. Registration, Licensing, and Inspection. It shall be unlawful for any person and/or entity to maintain or operate any rental housing unit(s) within the City of Starkville unless such person or entity has registered the property and has obtained a rental housing license and privilege license.

A. Registration Fee

1. All persons or entities who have rental property within the City are required to register their property(ies) within 60 days after the effective date of the ordinance and before the property is rented for the first time after a certificate of occupancy is granted.
2. A registration fee, to be established by action of the Mayor and Board of Aldermen, per rental unit shall be due upon registration. A registration fee shall also be required upon any change in ownership.
3. Failure to pay the registration fee within sixty (60) days after the effective date of the passage of this ordinance shall be considered a violation and enforced in accordance

with Section 3.19. In addition to penalties as outlined in Section 3.19.2, revocation of the certificate of occupancy for each unregistered unit may occur.

4. If the Community Development Department and/or a Code Enforcement Officer determines that the property has been rented without registration after the effective date of the passage of this ordinance it shall be considered a violation and enforced in accordance with Section 3.19. In addition to penalties as outlined in Section 3.19.2, revocation of the certificate of occupancy for each unregistered unit may occur.

B. License application. Application for an initial rental housing license shall be filed with, and issued by, the Community Development Department. The applicant shall be the property owner, agent, or manager and shall have the authority to provide consent for inspections. The application shall include the following:

1. The name and address of the property owner.
2. The name and address of the agent or manager if applicable.
3. Signature of the property owner, agent, and/or manager.
4. Phone number and email address of the property owner, agent and/or manager.
5. The address and unit/suite number of each individual rental unit.
6. A statement as to whether utility services will be provided by the owner or be the tenant's responsibility.
7. Such other information as may be requested by the Community Development Department to enable it to determine if the proposed rental housing unit or complex will comply with legal requirements.

C. License transfer. Any change of ownership of residential dwelling unit shall require a license transfer.

Section 17. Building and Housing Code

D. License revocation. The Community Development Department may revoke any license to maintain and operate a rental housing unit or complex when the licensee has been found guilty by the court of violating any provisions of this section, or of knowingly providing false or incomplete information in the process of application for a license or certificate of occupancy. After such conviction, the license may be reissued if the circumstances leading to conviction have been remedied and the rental housing unit or complex is being maintained and operated in full compliance with the law.

E. Inspections. The Building Official or designee may request to inspect any rental housing unit(s) or complex(es).

1. Personnel. The Building Official or designee is authorized to make reasonable and necessary inspections of rental housing units and premises to determine compliance with this section.

2. Access. Building Official or designee may request to inspect the rental housing unit and upon reasonable notice be allowed access to any part of such rental housing unit for the purpose of making such inspections. If the owner, agent, manager, or tenant of any rental dwelling unit refuses entry upon request of the Building Official or designee to carry out inspection in accordance with this section, the City may make application to the appropriate judicial officer for a warrant based upon constitutional standards in effect at the time of the application, and shall not make entry in the absence of consent, a lawful warrant, or other legal authority.

3. Failure of Inspection. If upon inspection, violations of interior or exterior standards exist, the owner, agent, or manager will be required to correct all violations within a

reasonable period of time as determined by the Building Official or designee not to exceed ninety (90) days. In the event the rental housing unit becomes unoccupied, future occupancy will be prohibited until all violations have been corrected and the unit has been reinspected by the City and deemed to comply. A reinspection fee shall apply consistent with the City's Development Fee Schedule.

17.6.3. Administration and Enforcement.

A. Administration. The Community Development Department has the primary responsibility of overseeing and, with code enforcement, enforcing this chapter, and is granted the authority expressly and impliedly needed and necessary for enforcement.

B. Enforcement. Nothing in this section shall preclude employees of the Community Development Department or Code Enforcement from seeking voluntary compliance with the provisions of this section or from enforcing this section, proactively or reactively, through warnings, citations, or other such devices designed to achieve compliance in the most efficient and effective manner under the circumstances.

17.6.4. Transfer of property after notice.

A. Written assumption of responsibility. The transfer of any or all property interest in any manner, including but not limited to, the sale, trade, lease, gift, or assignment of any real property against which a citation has been issued or allegations of violations have been filed with the court shall not relieve the parties unless the legal entity assuming interest in such property, in writing, assumes responsibility for compliance with the notice to comply or alleged violations and a copy of such writing is presented to the city.

B. **Violation.** Any legal entity, real or statutory, who transfers the ownership interest in real property, against which a citation has been issued or allegations of violations have been filed with the court, shall be subject to enforcement pursuant to Section 3.19.

17.6.5. Vacations of tenants and re-occupancy.

A. **Comply even if vacated.** An owner, agent or manager served with a citation or enforcement proceeding for violations of Section 17.6 shall not be relieved from responsibility to comply because the tenant(s) have vacated the rental housing unit.

B. **Compliance before re-occupancy.** The owner, agent or manager of a rental housing unit shall not lease, rent or otherwise make available for occupancy by tenants any unit against which a citation has been issued or an enforcement action has been instituted until the violations contained in the citation or enforcement proceeding have been corrected.

C. **Utility services.** The Community Development Department may ask that a hold be placed on transfer of utility service to a new tenant until any outstanding enforcement actions on the unit are resolved.

17.6.6. **Conflict of ordinances.** In any case where a provision of this section is found to be in conflict with a provision of the Unified Development Code, Technical Codes, or Code of Ordinances, existing on the effective date of this code, the provision which establishes the higher standard for the promotion and protection of the health and safety of the community shall control.

17.6.7. **Appeal procedure.** Any interpretation by the Community Development Department of the Rental Housing Standards resulting in the issuance of a citation can be appealed as an Administrative Appeal to the Board of

Aldermen. The applicant shall have ten (10) business days from the issuance of the citation to appeal that decision to the Board of Aldermen. The appeal will be placed on the Board of Aldermen agenda. Parties aggrieved by the final decision of the Mayor and Board of Aldermen, may appeal to a court of competent jurisdiction.

17.6.8. Rental Housing Standards

F. **Sanitary facilities.** The owner, agent, or manager of a rental housing unit shall provide for the removal of garbage and refuse by an agreement with the City of Starkville Sanitation and Environmental Services Department. The owner, agent, or manager of the rental housing unit shall provide for the removal of any furniture, appliances, or other items removed from the rental housing unit or abandoned on the property, which do not meet the guidelines for removal by the City of Starkville. Placing such materials or allowing such materials to be placed in the right-of-way shall be a violation of this section.

G. **Food preparation facilities.** Every rental housing unit shall have a kitchen or access to a kitchen area with suitable space and equipment to store, prepare, and serve food in a sanitary manner.

1. **Kitchen sink.** Every kitchen or kitchen area shall contain a fixed kitchen sink in sound condition, functioning properly, and properly connected to an approved hot and cold-water system and a sewage system.

2. **Liquid-seal traps.** Kitchen plumbing fixtures shall be separately trapped by a liquid-seal trap that will eliminate the passage of sewage gases into the kitchen. The liquid-seal traps shall be located as near the outlet as possible.

3. **Flow of water.** Kitchen plumbing facilities shall have a reasonable flow of water and the minimum flow of hot or

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cold water issuing from a faucet or fixture shall be not less than one gallon per minute.

4. **Oven and range or stove.** Every kitchen or kitchen area shall be equipped with a cooking oven and range or a stove properly connected and in sound condition. If the oven, range, and/or stove is provided by the tenant per the rental agreement, the owner, agent, or manager is exempt from this provision.

5. **Refrigerator.** Every kitchen or kitchen area shall be equipped with a refrigerator properly connected and in sound condition. Refrigerators shall be capable of maintaining a temperature between forty degrees (40°) and forty-five degrees (45°) Fahrenheit. Refrigerators shall have some capacity for storing frozen food. If the refrigerator is provided by the tenant per the rental agreement, the owner, agent, or manager is exempt from the provisions of this section.

6. **Sanitary surfaces: preparation and storage areas.** Countertops, food preparation surfaces, food storage pantries and cupboards shall be easily cleanable and free from holes, breaks or cracks that can leak, or may injure a person or may permit the harborage of insects and dampness that may promote the growth of bacteria.

7. **Storage of garbage.** No owner, agent or manager of any rental housing unit shall permit upon his premises the exterior accumulation of any garbage or refuse, except in covered portable containers of rust-resistant metal, rubber, plastic or similar material. Garbage or refuse shall only be placed curbside in accordance with The Code of Ordinances. The owner, agent, or manager of any rental housing unit(s) shall be responsible for the correct placement of curb side garbage or refuse and the removal of any garbage container.

- H. **Electrical service and lighting.** Every rental housing unit shall have electrical service and lighting properly installed and maintained in sound condition adequate to support the health and safety of occupants, permit the safe use of electrical appliances and permit normal indoor activities.

1. **Outlets, switches, and light fixtures.** All indoor and outdoor outlets, switches, and light fixtures shall be operable and fully intact.

2. **Ground-fault circuit-interrupters (GFCI).** All electrical convenience outlets installed outside or in bathrooms and within six (6) feet of a water source, which includes a lavatory or kitchen sink shall have ground-fault circuit-interrupter protection, provided it can be installed without additional wiring to the main electrical service panel. As used in this section, a bathroom is an area with a tub or shower, with or without a lavatory.

3. **Stairway and hall lights.** Every light fixture within any public or common stairway, hallway, corridor, or breezeway in or leading into multifamily dwellings shall be operable at all times.

4. **Exterior entrances.** Every building serving four (4) or more rental housing units shall have the main building entrances lighted with specific lighting during nighttime hours other than street lighting. The entrances into individual rental housing units shall also be provided with specific lighting which shall be controlled either automatically or manually by a switch controlled by the tenant.

5. **Installation and maintenance.** Every outlet, switch, and fixture shall be properly installed and maintained in sound condition. No owner, agent or manager shall provide, install or allow to be installed or used any frayed and exposed wiring; wiring unprotected by proper covering;

fixtures in disrepair; tacked extension cording; or makeshift wiring, outlets or fixture repairs or which may injure a person.

D. Thermal environment. Every rental housing unit shall contain safe heating equipment and systems which are properly installed and maintained in sound condition and capable of providing adequate heating and cooling, appropriate for the climate, to assure a comfortable and healthy living environment.

5. Heating requirements. Every rental housing unit shall have heating under the tenant's control, capable of safely heating all habitable rooms. Required heating shall be provided by permanently installed heating facilities in accordance with the Property Maintenance Code.

6. Unvented combustion heaters are prohibited. No owner, agent or manager shall provide, install, or allow to be installed or used any unvented portable space heaters burning solid, liquid or gaseous fuels.

7. The use of a cooking appliances as a heater is prohibited. No owner, agent or manager shall allow the use of any ovens, stoves or ranges, or other cooking appliances for the purpose of heating any portion of a dwelling.

E. Doors, windows, and ventilation. Every rental housing unit shall have doors and windows which provide adequate natural light and ventilation to permit normal indoor activities and support the health and safety of the occupants while providing protection from the elements and privacy for the occupants.

1. Windows. Windows shall be maintained in sound condition. Exterior windows shall fit the window openings and shall be properly sealed or weather-stripped in a manner that prevents the entrance of the elements or

vermin or excessive air escape or infiltration. The fit of exterior windows shall not otherwise diminish the thermal efficiency of the structure.

2. Exterior doors. Exterior doors leading into rental housing units shall fit the door openings and shall also be weather-stripped in a manner that prevents the entrance of the elements or vermin or excessive air escape or infiltration. The fit of exterior doors shall not otherwise diminish the thermal efficiency of the structure. Exterior doors, door hardware and door frames shall be maintained in sound condition and capable of the use intended by their design.

3. Interior doors. Interior doors, door hardware and door frames shall be maintained in sound condition and capable of affording privacy to the occupants.

F. Space and occupancy. Every rental housing unit shall have sufficient access and space to allow for adequate living and sleeping conditions while providing for the occupant's health, safety, privacy and general welfare.

1. Rental Housing Unit Occupancy Load. Every single dwelling unit (single-family) rental housing unit shall provide at least one hundred (100) square feet of floor area for each occupant. The floor area is to be calculated on the basis of total dwelling unit area.

2. Interior access. In any rental housing unit, access to bedrooms and bathrooms shall be from within the unit.

G. Safety and security. Every rental housing unit shall have a locking device properly installed and in sound condition capable of the use intended by its design which restricts unlawful entry, smoke detectors to provide fire safety, and shall be maintained free from hazards to the health, safety or welfare of the occupants.

1. Tripping hazard on stairways. Every inside and outside stairway shall be maintained in sound condition and free

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from any broken, rotted, or missing steps or tripping hazards.

2. **Guardrail and enclosures on stairways.** Every stairway which exceeds thirty (30) inches in height shall be protected by a guardrail and enclosure material in sound condition.
3. **Guardrail and enclosures on balconies and porches.** Every balcony or porch higher than thirty (30) inches above the ground shall be protected by a guardrail and enclosure material in sound condition.
4. **Exterior doors.** Exterior doors leading into rental housing units or tenant storage rooms, which are reasonably accessible, shall have a locking device properly installed and in sound condition capable of the use intended by its design.
5. **Windows.** Every openable window reasonably accessible from the outside shall have a locking device or devices properly installed and in sound condition capable of the use intended by its design. Such devices shall prevent opening, lifting or sliding of the locked window from the exterior of the unit.
6. **Smoke detectors.** Smoke detectors shall be installed in all existing rental housing units. The installation of smoke detectors shall at least meet the requirements specified in the International Code Council Property Maintenance Code (IPMC). The owner, agent, and/or manager shall be responsible for the installation, replacement of batteries, and maintaining appropriate records of required smoke detectors. Smoke detectors shall always be operable, and batteries replaced annually, or on an as needed basis. Upon termination of a tenancy in any rental housing unit, the owner, owner's agent or manager shall insure that any required smoke detectors are operational prior to re-

occupancy of the unit. Proof of battery replacement shall be required as part of inspection.

- H. **Maintenance.** Every rental housing unit interior and exterior shall be maintained in a condition which provides the occupants with protection from the elements, a safe and healthy living environment and housing free from deterioration or slum-like conditions.
1. **Interior holes, cracks, or breaks.** Every floor, interior wall and ceiling, and all appurtenances thereto shall be kept in sound condition and free of holes, cracks or breaks that may injure a person, admit or harbor vermin, admit dampness or restrict privacy. Every hole cut in floors, walls or ceilings for the passage of plumbing fixtures or pipes shall be sealed to prevent the passage of insects and vermin.
 2. **Floor coverings tripping hazards.** Floor coverings that are torn or loose and located on a stairway or within three (3) feet of a stairway shall be removed or repaired to prevent tripping. Tears in excess of six (6) inches and tears or projections rising one-quarter ($\frac{1}{4}$) inch or more above the floor surface in any location present a tripping hazard and shall be repaired.
 3. **Floor coverings deteriorated, unsafe, and/or unsanitary.** Floor coverings such as carpeting, tile, linoleum and similar materials shall be repaired or replaced when the floor covering is severely deteriorated or when the condition of the floor covering creates an unsafe or unsanitary environment.
 4. **Exterior weathertight, watertight, and vermin proof.** Every foundation, roof and exterior wall shall be reasonably weather tight, watertight and vermin proof and shall be kept in sound condition.

5. **Exterior deteriorated or slum-like.** All exposed exterior surfaces shall be maintained so as to be impervious to moisture and weather elements and every rental housing unit shall be free of broken, rotted, split or buckled exterior wall coverings or roof coverings. All exposed exterior surfaces shall not otherwise present a deteriorated or slum-like appearance and will meet the specific requirements which follow.
 - i. All exterior wood surfaces shall be protected from the elements and from deterioration by paint or other protective treatment; except such wood surfaces composed of wood that is naturally resistant to decay and naturally resistant to insects.
 - ii. All exterior painted surfaces shall be painted with paint that is lead free and shall be free of loose, cracked, scaling, chipping or peeling paint in such amounts as to present a deteriorated or slum-like appearance;
 - iii. Roof coverings shall be watertight and weathertight and shall be free of broken, rotted, split, curled or missing roofing material in such amounts as to present a deteriorated or slum-like appearance. All roofing materials shall meet the requirements of all adopted codes and ordinances.
6. **Maintenance of swimming pools, water features, and spas.** All swimming pools, water features, and spas shall be properly maintained so as not to create a safety hazard, harbor vermin infestation, or create a deteriorated or slum-like appearance.
7. **Stagnant water.** All premises shall be maintained so as to prevent the accumulation of stagnant water when such water causes a hazardous or unhealthy condition, becomes a breeding area for insects or causes damage to foundation walls.
8. **Infestation.** Every rental housing unit and premises shall be kept free from insect, rodent or vermin infestation. Every rental housing unit and premises shall be free from the presence or apparent evidence of insect or rodent infestation, other noxious pests, nesting places and any other unsightly or unsanitary accumulation which may harbor insects, rodents or other vermin.
9. **Maintenance of facility and equipment.** Every supplied facility, piece of equipment or utility shall be so constructed, installed and maintained so that it will function safely and effectively and remain in sound condition.
10. **Discontinuance of services.** No owner, agent or manager shall cause any services, facilities, equipment or utilities which are required under this code to be removed from, shut off or discontinued in any occupied rental housing unit except for such temporary interruption as may be necessary while actual repairs or alterations are in process.
11. **Responsibility for maintenance.** It shall be the responsibility of the owner, agent, and manager to provide for the interior and exterior maintenance of the rental housing unit and premises.

Section 18. DEFINITIONS

UPDATED DEFINITIONS: (changes are underlined)

Agent- A person with express written consent to act upon another person's behalf (See "Applicant") and/or a person authorized by the owner of a rental housing unit to make or order repairs or service to the unit and is authorized to receive notices on behalf of the owner.

Building Official- The City official responsible for issuance of building permits and the administration and enforcement of the Rental Housing Code.

NEW DEFINITIONS:

Deterioration- A lowering in quality of the condition or appearance of a building, structure or premises characterized by holes, breaks, rot, crumbling, cracking, peeling, rusting or any other evidence of physical decay, neglect, damage or lack of maintenance.

Exterior opening- An open or closed window, door or passage between interior and exterior spaces.

Infestation- The presence or apparent presence of insects, rodents, vermin or noxious pests of a kind or in a quantity that endangers health within or around a dwelling or may cause structural damage to the dwelling.

IPMC- The International Property Maintenance Code adopted by the City of Starkville.

Legal entity- An association, cooperation, partnership, or individual that has legal standing in the eyes of the law.

Makeshift- Not in accordance with the requirements of this code, any ordinance of the city or rules or regulations adopted thereunder, accepted practices, prevailing standards, design of a licensed contractor or manufacturer's recommendation.

Manager- A person or company with express written consent to act upon the owner's behalf of a rental housing unit and is authorized to make or order repairs or service to the unit and is authorized to receive notices on behalf of the owner.

Slum-like- The unsightly condition of a building, structure or premises characterized by deterioration or other similar conditions and the visible

outdoor storage of junk, garbage or rubbish, regardless of the condition of other properties in the neighborhood.

Sound condition- Free from decay or defects and in good working condition.

Specific lighting- Any artificial illumination which was designed and installed to provide adequate lighting for a specific area.

Vehicle- A self-propelled device used for transportation of people or goods over land surfaces and licensed as a motor vehicle.

Vermin- Any animal, insect, and other organism excluding humans whose presence in, on, or around a dwelling or dwelling unit have the potential to constitute a health hazard, and include, but are not limited to, rats, mice, birds, snakes, roaches, lice, bed bugs, spiders, mites, ticks etc.

PUBLIC HEARING ON AMENDING THE UNIFIED DEVELOPMENT CODE SECTION 14.7 SIGNS

Mayor Spruill and City Attorney Latimer noted this proposed amendment included a lien provision on signs not removed by the May 5 deadline that the City removes as well as the waiver of new sign permit fees. A draft of the proposed revisions were in the Board packets and shown on the monitors in the City Courtroom.

Mayor Spruill opened the Public Hearing.

Alvin Turner noted this is just for commercial business signs.

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

29. CONSIDERATION OF THE KIMLEY-HORN PROPOSAL FOR THE MAIN STREET REDESIGN AND REDEVELOPMENT PROJECT.

Alderman Sistrunk, duly seconded by Alderman Brooks, offered a motion approving the Kimley-Horn proposal tasks 1 – 9 for the Main Street redesign and redevelopment at a total of \$774,000. The Board voted as follows:

Alderman Ben Carver	Voted: Nay
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman Hamp Beatty	Voted: 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 agreement follows this page.

30. CONSIDERATION OF THE RESOLUTION SPECIFYING THE STORM WATER, WATER AND SEWER INFRASTRUCTURE PROJECTS REQUESTED FOR MATCHING FUNDS FROM THE STATE OF MISSISSIPPI AMERICAN RECOVERY PLAN ACT (ARPA).

Alderman Perkins, duly seconded by Alderman Beatty, offered a motion approving the proposed resolution identifying the uses of the City of Starkville ARPA funds that are eligible for a state match on a dollar for dollar basis. 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 the Kimley-Horn agreement.

February 11, 2022

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

**RE: *Professional Services Agreement – Construction Document Services
Main Street Corridor Improvements
Starkville, Mississippi***

Dear Mayor Spruill:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this letter agreement (the “Agreement”) to the City of Starkville, Mississippi (“Client”) for providing Construction Document and Traffic Analysis services for the Main Street Corridor Improvements (“Project”) within the City of Starkville, Mississippi.

PROJECT UNDERSTANDING

The following is our understanding of the project scope:

- The site area consists of Main Street from City Hall to Montgomery Street and is outlined below in Figure 1. The Striping Plans will indicate new striping for loading zones to accommodate delivery trucks on the intersecting streets of Washington, Lafayette, and Jackson. No other improvements to intersecting streets are included as part of this scope of services.
- The scope of design improvements is based upon the client-approved Conceptual Master Plan prepared by Kimley-Horn as part of a separate contract with the City of Starkville.
- The design improvements will meet the requirements from the City of Starkville.
- The Construction Documents will be prepared with the understanding that the Project construction will be funded by the City of Starkville. If future funding from State or Federal agencies is acquired and additional Project design modifications and permitting processes are required, these will be considered Additional Services and a mutually agreeable contract amendment will be approved by the Client before proceeding.
- Kimley-Horn will engage (as a sub-consultant) a qualified land surveyor licensed in the State of Mississippi to provide site boundary, topographic, utility, and tree survey for the project.
- Kimley-Horn will engage a qualified geotechnical engineer licensed in the State of Mississippi to provide information regarding subsurface soil conditions and design recommendations for light pole foundations, retaining walls, soil remedies, and site pavement. The City provided Geotechnical Investigation Report will be reviewed and relevant information incorporated into the design improvements and construction documents.

- The City of Starkville will perform CCTV inspections to determine approximate alignment of underground storm drainage system and identify any structures not visible from the surface. City of Starkville to provide video of CCTV inspection to Kimley-Horn for their assessment and determination of any storm drainage replacement or repair in conjunction with the City.
- Kimley-Horn will prepare the site plan and construction documents for engineering approvals through the City of Starkville.
- Kimley-Horn will coordinate with the overhead utility providers in regards to relocating the overhead utilities along Main Street between Jackson Street and South Montgomery Street. This scope does not include the design of the overhead relocation, which is understood to be provided by the utility provider.
- This proposal assumes that a Traffic Impact Analysis will be required by the City of Starkville and is included in the scope of services.
- The site is not located in the 100-yr FEMA regulated floodplain.
- The site is greater than one acre in size and will require a National Pollutant Discharge Elimination System (NPDES) permit. Any other storm water or water quality permitting will be Additional Services.
- Water and sanitary sewer utility improvements along the corridor will be designed under a separate contract with the City of Starkville.
- Kimley-Horn assumes the site does not include any historic structures and will not require approval by the Historic Preservation Commission for demolition or construction work to be completed.
- Kimley-Horn assumes the Client will provide all available information such as geotechnical reports, environmental reports, cost estimates and other relevant information to be used in preparing the construction documents.



Figure 1

SCOPE OF SERVICES

The Kimley-Horn team will provide the following services:

TASK 1 – TOPOGRAPHIC SURVEY

Kimley-Horn will engage Neel-Schaffer, Inc. to provide a topographic survey of the project limits. The survey will consist of the following:

- Location and description of horizontal and vertical control points.
- Contours at 1-foot intervals
- Spot elevations to be taken on a minimum 25'x 25' grid spacing and at all grade breaks. Spot grades will not be shown on the face of the plat, but data will be provided in the electronic CAD file. The raw point data will also be provided.
- Open gutter, culverts, swales and ditches located with width and depth.
- Location, elevation and type of:
 - Adjacent street/road, with centerline
 - Curbs
 - Gutter with storm water inlets, if any
 - Paving, including turn-outs and intersection elevations between pavements and street at turn-outs, if any
 - Buildings, slabs and/or paving and other improvements. Major building corners, particularly at entryways will be included. Finish floor elevation and/or threshold elevations of all buildings at all entryways inside of the project area. All overhanging improvements connected to building will be included such as balconies, signage, and awnings. Changes in building façade, indicating possible lines of possession will be shown
 - Individual trees 4 inches diameter and greater measured at breast height. Common name of trees will be shown
 - Designated parking stripes and traffic striping
 - Traffic control equipment
 - Edge of existing landscape and planter boxes
 - Changes in paving such as concrete to brick pavers
 - Signage
 - Stairs and steps, including handrails
 - Any other pertinent, visible, physical improvements lying within the survey limits
- Due to this project being performed in conjunction with a separate project which focuses solely on mapping of underground utilities and storm drainage, this scope of work/fee does not include the effort to locate said utilities.

TASK 2 – GEOTECHNICAL REPORT

Kimley-Horn will engage Burns Cooley Dennis, Inc. to perform geotechnical investigation and reporting that will inform the pavement section for a mill-overlay, cast-in-place concrete retaining walls, light pole foundations, shade structure (canopy) foundations, and large-arm signal pole foundations along Main Street.

- Field Investigation – Geotechnical investigation of the project site will consist of 20 borings. The borings for the signal pole will be to a depth of 25 ft and the remaining borings will be to a depth of 15 ft for the retaining walls, lights, and shade structure(s).
- Laboratory Analysis – Retrieve disturbed split-spoon samples as appropriate and transport to the lab to perform testing of the soil samples collected and then conduct geotechnical engineering analysis of the soil data.
- Reporting – A geotechnical report will be issued describing the subsurface conditions encountered. The report will consist of a boring plan, graphic logs of the soil borings, description of the investigation process, provide a general overview summary of the subsurface conditions encountered, and general geotechnical comments regarding how the soil conditions encountered could affect the planned construction with emphasis on site preparation/earthwork, shallow and drilled shaft foundation design/construction and groundwater seepage and lateral earth pressure geotechnical comments with regard to the retaining wall section.
- Coordination will be provided with the structural engineer to include the soil-related data needed for drilled shaft design.

TASK 3 – TRAFFIC ANALYSIS

Kimley-Horn will perform a traffic study for Main Street and Lampkin Street in the City of Starkville, MS. This study will collect data at 10 intersections located in the downtown area and evaluate the traffic impacts of changes to Main Street.

Traffic Counts will be collected at the study intersections for Mid-day (11:30am-1:30pm) and PM (4:00-6:00pm) peak hour turning movements. The following 10 intersections along Main Street and Lampkin Street will be included in the traffic study.

- Main Street at Washington Street
- Main Street at Lafayette Street
- Main Street at Jackson Street
- Main Street at Caldwell Street
- Main Street at N Montgomery Street
- W Lampkin Street at Meigs Street
- E Lampkin Street at Washington Street
- E Lampkin Street at Lafayette Street
- E Lampkin Street at Jackson Street
- E Lampkin Street at S Montgomery Street

Additionally, 7-day, 24-hour daily traffic counts are also being collected along Main Street and Lampkin Street.

Kimley-Horn will visit the proposed study network and observe traffic and pedestrian operations in the study area. We will note the general roadway geometry in the vicinity of the study network, intersection operations, pedestrian movements, and pedestrian crossing facilities.

Proposed growth rate and other parameters of the Traffic Study will be reviewed and agreed upon by City Staff prior to starting the study. Intersection capacity analyses will be performed for existing and future conditions at study intersections to determine impacts to vehicle operation. In particular, the study will evaluate the impacts of potentially eliminating the EB and WB left turn lanes along Main Street and how this will impact the operations at the study intersections. Furthermore, an evaluation of traffic flow along Main Street will evaluate the feasibility and impacts of a potential one-way conversion. Analysis at intersections will include vehicle delay, peak hour queuing, pedestrian movement analysis, intersection control evaluations. The intersection control evaluation will determine if two-way stop, all-way stop, or signalization is the most appropriate at each intersection.

Incorporated into the study will be the anticipated impacts from the ongoing Highway 182 project. Particularly, Lafayette Street will be studied to determine the operational impact if it were converted to be one-way southbound.

Future traffic volume projections will be developed based on estimated growth of the downtown area. These high-level projections will estimate traffic volumes for a 20-year horizon and the impacts of vehicular operations. The analysis will include four scenarios:

- Existing 2022 conditions
- Projected 2022 build conditions
- Projected 2042 no-build conditions
- Projected 2042 build conditions

This task will also involve up to two (2) meetings with the City of Starkville. It is assumed that these 2 meetings will consist of a project kick-off meeting as well as a project recommendation meeting to review the draft report.

TASK 4 – SCHEMATIC DESIGN (SD)

The following professional services will be provided to develop Schematic Design level documents, based upon the approved Conceptual Master Plan and using the information acquired in Tasks 1-3 to inform design refinement. This task consists of:

- Kimley-Horn will prepare a Case Study Report of up to three (3) projects of a comparable size and scope to that of the Main Street corridor. The three selected projects will be agreed upon by the City prior to beginning the case study research. The Case Study Report will consist of photographs of the project area, narrative explaining before and after roadway conditions, and information about the roadway performance received a local municipal representative.
- Address relevant coordination items, such as utilities, with the design team.
- Provide a set of schematic design level drawings and preliminary details, which will provide a basis for schematic design phase opinion of probable cost for the scope area defined in the Project Understanding above. These drawings consist of:
 - Cover Sheet with Index
 - Preliminary Demolition Plan
 - Preliminary Site Plan
 - Preliminary Grading & Drainage Plan
 - Preliminary Utility Plan (provided by Kimley-Horn as part of separate contract with Starkville Utilities)
 - Preliminary Landscape Plan
 - Preliminary Lighting Layout Plan
 - Character & Material Imagery
 - Precedent and visioning images
 - Hardscape material images
 - Landscape material images
 - Site furnishing images
 - Other applicable element images
- Kimley-Horn will provide an Opinion of Probable Construction Costs based on the Schematic Design drawings for evaluation by the Client to determine if project scope or design needs to be adjusted during the Design Development task.
- Kimley-Horn will meet with the Client and Project Team to review the Schematic Design drawings and Opinion of Probable Construction Costs. This meeting will include a walk-through of the Project site to identify specific areas of interest and/or concern that must be addressed within the Design Development Task.

DELIVERABLES

- Kimley-Horn will provide the Client with a 24"x36" Schematic Design Package in a PDF format.
- Kimley-Horn will provide the Client with an 8.5"x11" Case Study Report in PDF format.

TASK 5 – DESIGN DEVELOPMENT (DD)

Kimley-Horn will create Design Development level documents, based upon the approved Schematic Design documents. This task consists of:

- Incorporate Client and Project Team feedback from the Schematic Design review into the Design Development documents.
- These drawings consist of:
 - Cover Sheet with Index
 - Demolition Plan
 - Site Plan
 - Roadway Signage & Marking Plan
 - Grading & Drainage Plan
 - Utility Plan (provided by Kimley-Horn as part of a separate contract with Starkville Utilities)
 - Traffic Control Phasing Plan
 - Hardscape Plans
 - Hardscape Details
 - Landscape Plans
 - Landscape Details
 - Site Furnishing Plan
 - Irrigation Plans
 - Irrigation Details
 - Lighting Layout Plan
 - Lighting Cutsheets
 - Traffic Signal Plans
 - Structural Design Details
 - Preliminary Electrical Engineering Plans
- Review the Design Development site grading to identify ADA access points and routes from the public rights-of-way to the building entrances.
- Address relevant coordination items, such as utilities, with the design team.
- Kimley-Horn will provide an Opinion of Probable Construction Costs based on the Design Development documents for evaluation by the Client to determine if project scope or design needs to be adjusted during the Construction Documents task.
- Kimley-Horn will meet with the Client and Project Team to review the Design Development documents and Opinion of Probable Construction Costs.

DELIVERABLES

- Kimley-Horn will provide the Client with a 24"x36" Design Development Package in a PDF format.

TASK 6 – CONSTRUCTION DOCUMENTS (CD)

After Client approval of the Design Development documents, Kimley-Horn will prepare the Construction Documents for the scope area defined in the Project Understanding above that would provide documents sufficient for the Client to bid the project and a Contractor to use in constructing the proposed project improvements and consist of the specific information noted below.

- Kimley-Horn will prepare construction drawings to be submitted to the City of Starkville for review and approval. Two rounds of comments from the City will be addressed. This set of documents will consist of:
 - Cover Sheet and Index - This sheet will contain all relevant project/contact information, as well as general notes and legends.
 - Demolition Plan – This plan will identify existing features that are to be demolished and removed or relocated off the project site. No environmental remediation or abatement assessments and considerations shall be provided as part of this scope of services.
 - Site Plan - This plan will define proposed improvements including sidewalks, curb and gutter, crosswalks, parking bump-outs, retaining walls, ADA ramps, shade structures, and general streetscape improvements.
 - Dimension Control Plan – This plan will include staking information and dimensions will be provided to assist the contractor in site layout and provide horizontal control of the proposed improvements.
 - Roadway Signage & Marking Plan - Kimley-Horn will prepare plans indicating the proposed striping and marking modification to Main Street to accommodate the proposed roadway improvements and streetscape elements of the project. Kimley-Horn will prepare a signing plan indicating the roadway signs that are to be replaced or changed as part of this project.
 - Grading & Drainage Plan - Spot elevations in critical areas, proposed contour lines and limits of disturbance will be shown within the proposed grading plan. Storm drainage pipes shall be sized and specified in accordance with City requirements, and connections to the existing public stormwater system shall be designed. No additional public stormwater design or extension beyond the project limits is included in the basic services.
 - Erosion Control Plan - Per state and city requirements, Kimley-Horn will develop erosion prevention and sediment control plans. The location and identification of specific erosion prevention and sediment control measures, or Best Management Practices (BMPs) will be delineated within the plans and will include proposed grading and drainage improvements. These measures will be in accordance with State and City requirements. The design guidelines are provided for the Contractor's guidance. Additional measures may be required during various phases of construction.
 - SWPPP Preparation - Kimley-Horn will prepare the Notice of Intent (NOI) and the Storm Water Pollution Prevention Plan (SWPPP) for the NPDES permit from the Mississippi Department of Environmental Quality (MDEQ). The Erosion Control Plans will be incorporated into the submittal to MDEQ for the NPDES permit. Kimley-Horn will coordinate with MDEQ to address revisions during the review process in order to receive Notice of Coverage (NOC) for the project. If additional permits beyond those stated

above are required, Kimley-Horn will prepare and submit the additional documentation as an Additional Service.

- Utility Plan – These plans will be provided by Kimley-Horn as part of a separate contract with Starkville Utilities.
- Traffic Control Phasing Plan - Kimley-Horn will prepare a phased traffic control plan for construction work, within and near the public street right-of-way per the City of Starkville and MUTCD Standards.
- Hardscape Plans - The plan will identify final hardscape elements such as materials, patterns, critical dimensions, and detail keys for the scope area defined in the Project Understanding above.
- Hardscape Details - This plan will provide details on proposed hardscapes with material callouts, specifications, identification of manufacturer, and local sourcing contacts. Construction details at various scales will be shown to assist in the Client's bidding and construction of the hardscape elements shown.
- Landscape Plans - The planting plan will define the proposed quantity, location and species of plants, minimum sizes at installation and root conditions/container type for the scope area defined in the Project Understanding above. A plant schedule will also be provided.
- Landscape Details – The final planting details will illustrate proper planting techniques, spacing standards, tree staking details, landscape edging details, and general landscape installation notes defining soil preparation and landscape installation requirements.
- Site Furnishing Plan – The furnishing plan will define proposed locations of site furnishings within the scope area defined in the Project Understanding above such as benches, tables and chairs, waste/recycling receptacles, bicycle racks, leaning rails, planters, and shade structures. The plan will specify the manufacturer and specifics regarding the furnishings, such as materials, colors, finishes, and installation techniques. A furnishing schedule will also be provided.
- Irrigation Plans & Details – These plans indicate the location of sleeves, mainline, lateral lines, heads/rotors, valves, nozzle specifications, quick-coupler locations, and controller equipment. Kimley-Horn will determine the water meter, controller, and backflow preventer location(s).
- Lighting Layout Plan & Cutsheets – The plan will identify the location of the pedestrian light poles, streetlight poles, steel light towers, festoon lighting, and bollard lights with photometric values and manufacturer specifications indicated. The plan will not include electric service design for the lights, which shall be provided Kimley-Horn's electrical engineer subconsultant. See Electrical Engineering Scope on page 11 for more information.
- Traffic Signal Plans – Kimley-Horn will complete the signal design for 1 new mast arm signal at Main Street and Montgomery Street and 3 traffic signal modification designs to accommodate planned lane change configurations along Main Street at Washington Street, Lafayette Street, and S. Jackson Street. The plans will be developed in accordance with the 2009 Manual of Uniform Traffic Control Devices (MUTCD) and the MDOT design standards.

The design plans for the strain pole signals will consist of the following:

- Key Sheet
- Tabulation of Quantities
- General Notes
- Plan Sheets
 - Controller type and location
 - Electrical service
 - Strain pole and structural details
 - Signal head displays and locations
 - Countdown pedestrian heads and APS pushbuttons
 - Detectors
 - Conduit and pull boxes
 - Phasing and timings
 - Street name signs and other signing and marking
 - Pertinent notes
- Structural Design Details - Kimley-Horn will provide professional structural engineering services for streetscape amenity elements as specifically set forth below:
 - Light Pole Foundations
 - Pedestrian Bollard Foundations
 - Light Tower Foundations
 - String Light Pole Foundations
 - Overhead Canopy/Pergola Structure Foundations
 - Streetscape Retaining Walls

Kimley-Horn will provide the following scope of services for the foundations and retaining walls associated with the above streetscape amenity elements. Additionally, construction phase services will be provided as outlined below.

- Perform structural analysis and engineering design of light pole, light tower, and bollard foundations to resist lateral wind loads, light cable loads, and pedestrian loads. It is anticipated that the foundation system will be a reinforced concrete drilled pier system sized to accommodate both gravity and lateral loads. Anchorage of the light pole/tower and/or bollard assembly is assumed to be provided by the manufacturer for their specific product.
- Perform structural foundation analysis and engineering design for the overhead canopy/pergola structures to resist gravity and overturning lateral wind loads. It is assumed that the foundation system for the overhead structures will be a reinforced concrete spread footing sized to accommodate the structural loadings as well as the allowable soil bearing pressure. The design of the overhead canopy/pergola is anticipated to be a pre-engineered fabricated product and as

- such the anchorage of the structure to the foundation system will be provided by the manufacturer.
 - Perform structural analysis and engineering design of the proposed streetscape site retaining walls. It is assumed that these retaining walls will not exceed 5 feet in retaining soil height.
 - Produce structural foundation construction details and site retaining walls sections and details to be included in the overall project construction documents.
 - Produce technical specifications which will be provided on the structural plans.
- Electrical Engineering Design – Kimley-Horn's subconsultant, Atwell & Gent, will prepare drawings, specifications, and contract documents for the furnishing of labor, materials, and equipment necessary for the construction of the electrical systems for the Main Street Corridor Improvement project scope area.

The electrical scope of work includes the following:

- Electrical Services including power distribution and controls for street lighting, festoon lighting, and receptacles for Main Street events. This includes coordinate of service locations and requirements with Starkville Utilities.
 - Power distribution shall include panelboards, circuit breakers, contactors, photocells, and meters as required.
 - Power shall be routed underground from the power distribution equipment to each of the streetlights, festoon lights, and event receptacles.
 - In-grade pull boxes shall be provided as required.
- The following technical specifications will be provided within the Project Manual. If additional specifications are needed, those will be provided at no additional cost to the Client.
 - Soil Preparation
 - Exterior Plantings
 - Concrete Paving
 - Concrete Formwork
 - Irrigation
 - Unit Paving
 - Metal Fabrication

DELIVERABLES

- Kimley-Horn will provide the Client with a 24"x36" Construction Document package in a PDF format.
- Technical Specifications will be provided to the Client in 8.5"x11" PDF format

TASK 7 – MEETINGS & COORDINATION

Kimley-Horn will attend meetings as requested by the Client and up to the maximum hourly budget. The meetings are in addition to those outlined in the tasks above. These meetings can include:

- Project meetings, stakeholder meetings, city meetings and others upon request that may be required during each phase of the Project.
- Project meetings as required for the proper implementation of the Consultant's services and the Project.

TASK 8 – BIDDING PROCESS

Kimley-Horn will assist the Client with obtaining bids for the construction of the improvements. We will assist the Client with identifying potential contractors to bid on the improvements, will contact those potential bidders, and set up a process to solicit bids in accordance with the requirements specified by the Client. The bidding process shall follow public procurement and public bidding processes. Upon receipt of the bids, Kimley-Horn will review the bids and prepare an analysis and recommendation for award of the bids to the lowest and best bidder. Kimley-Horn will assist the Client with preparing construction contracts for the improvements identified in the construction plans.

TASK 9 – LIMITED CONSTRUCTION PHASE SERVICES

Kimley-Horn will provide limited construction phase services for the project. Construction Phase fees shall be provided up to the maximum hourly budget. This phase begins at the start of construction. The tasks provided are as follows; not all will be provided each month. Services in general consist of attending site related project meetings, making site visits to observe the quality and quantity of construction, responding to RFI's, reviewing shop drawings and material samples, and preparing field observation reports at appropriate intervals.

- A. **Visits to Site and Observation of Construction.** Kimley-Horn will provide on-site construction observation services during the construction phase as requested by the Client. Such visits and observations by Kimley-Horn are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Kimley-Horn's exercise of professional judgment. Based on information obtained during such visits and such observations, Kimley-Horn will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Kimley-Horn will keep Client informed of the general progress of the Work. Kimley-Horn will attend on-site visits as requested by the Client up to the approved budget. The base estimated hourly budget assumes 20 on-site visits. Kimley-Horn will attend up to one one-year (from the Certificate of Occupancy) warranty walk on-site. The purpose of Kimley-Horn's site visits will be to enable Kimley-Horn to better carry out the duties and responsibilities specifically assigned in this Agreement to Kimley-Horn, and to provide Client a greater degree of

- confidence that the completed Work will conform in general to the Contract Documents. Kimley-Horn shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Kimley-Horn neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents
- B. **Recommendations with Respect to Defective Work.** Kimley-Horn will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Kimley-Horn believes that such work will not produce a completed Project that conforms generally to Contract Documents.
 - C. **Clarifications and Interpretations.** Kimley-Horn will respond to reasonable and appropriate Contractor Requests for Information (RFI) and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Client.
 - D. **Shop Drawings and Samples.** Kimley-Horn will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
 - E. **Substantial Completion.** Kimley-Horn will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with Client and Contractor, conduct one site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of Client, Kimley-Horn considers the Work substantially complete, Kimley-Horn will notify Client and Contractor.

Limitation of Responsibilities. Kimley-Horn shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Kimley-Horn shall not have the authority or responsibility to stop the work of any Contractor.

TASK 10 – CONSTRUCTION ENGINEERING AND INSPECTIONS

Kimley-Horn will engage Neel Shaffer, Inc. to provide construction engineering and inspection services, which shall consist of all engineering work, respectively, involved from the contract stage, beginning the date of City of Starkville concurrence in award of the construction contract, through the

preparation and submission of the final estimate and supporting documents to the City of Starkville, and shall consist of the following:

- A. All materials to be used in the construction of this project shall be tested and certified by the MATERIALS TESTING CONSULTANT hired by the City of Starkville for meeting the requirements of the Contract Documents for the Project. Services shall include direct coordination with the City of Starkville's MATERIALS TESTING CONSULTANT and CONTRACTOR during construction for particular Work for the Project being carried out.
- B. Neel-Shaffer shall promptly field verify and recommend payment of all eligible CONTRACTOR'S estimates and shall maintain weekly project reports, showing the CONTRACTOR'S progression of work. Neel-Shaffer shall check and verify the quantities of all materials incorporated in the project; and shall make prompt response to Kimley-Horn for approval and payment. Neel-Shaffer shall likewise make such records available at all reasonable times during the contract period. These records, documents, and data shall be available for inspection by Kimley-Horn, and copies thereof shall be furnished, if requested at the cost of reproduction.
- C. The duties, responsibilities, and limitations of authority of a Resident Project Engineer (RPE) and Resident Project Representative (RPR) are listed in this scope of work.

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY

OF THE RESIDENT PROJECT ENGINEER AND RESIDENT PROJECT REPRESENTATIVE.

Neel-Shaffer shall furnish a Resident Project Engineer (RPE) and Project Resident Representative (RPR) to observe performance of the Work of the CONTRACTOR on a part-time basis. Through more extensive on-site observations of the Work in progress and field checks of materials and equipment by the RPE and/or RPR, Neel-Shaffer shall endeavor to provide further protection for the City of Starkville against defects and deficiencies in the Work; but, the furnishing of such services will not make Neel-Shaffer responsible for or guarantee the CONTRACTOR'S performance. The duties and responsibilities of the RPE and RPR are limited and described as follows:

I. General:

The RPE's/RPR's dealings in matters pertaining to the on-site construction work shall in general be with the CONTRACTOR, keeping Kimley-Horn advised as necessary. The RPE's/RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR. The RPE's/RPR's shall generally communicate with Kimley-Horn.

II. Duties and Responsibilities of the RESIDENT PROJECT ENGINEER

A. Schedules:

Review progress schedule of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with Kimley-Horn concerning acceptability.

B. Conferences and Meetings:

Attend meetings with the City of Starkville, Kimley-Horn AND CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

C. Liaison:

- Work principally through the CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and serve as Kimley-Horn's liaison with the CONTRACTOR when the CONTRACTOR's operations affect the City of Starkville's on-site operations.
- Assist in obtaining from the City of Starkville additional details or information, when required for proper execution of the Work.

D. Shop Drawings and Samples:

- Record the date of receipt of Shop Drawings and samples and distribute to Kimley-Horn accordingly for Work related to civil engineering and landscape architecture.
- Take samples and receive samples which are furnished at the site by the CONTRACTOR and notify Kimley-Horn of availability of samples for examination.
- Advise Kimley-Horn and the CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been accepted.
- Review submittals of shop drawings and samples for civil engineering related Work in conjunction with Kimley-Horn and City of Starkville for general compliance with the Contract Documents and the City of Starkville's standards.

E. Review of Work, Rejection of Defective Work, Inspections and Tests:

- Conduct on-site observations of the Work in progress to determine if the Work is, in general, proceeding in accordance with the Contract Documents.
- Report to Kimley-Horn any Work that is believed to be unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Kimley-Horn of Work that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof, and observe, record and report to Kimley-Horn appropriate details relative to the test procedures and startups.
- Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Kimley-Horn.

F. Interpretation of Contract Documents:

Report to Kimley-Horn when requests for information, clarifications and interpretation of the Contract Documents are needed and transmit to the CONTRACTOR information, clarifications and interpretations as issued by Kimley-Horn.

- G. Modification and Change Order Requests to the Contract:
Consider the CONTRACTOR'S suggestions for modifications in Drawings or Specifications or any claims for changes in Work from the CONTRACTOR and report to Kimley-Horn for decision purposes. Transmit to the CONTRACTOR decisions as issued by Kimley-Horn.
- H. Records:
Maintain orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.
- I. Reports:
- Furnish Kimley-Horn, at minimum, one weekly report as required of progress of the Work and of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - Consult with Kimley-Horn, in advance of scheduled major tests, inspections or start of important phases of the Work.
 - Report immediately to Kimley-Horn upon the occurrence of any accident.
- J. Payment Requests:
Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward to Kimley-Horn, noting particularly the relationship of the payment requested to the schedule of values and Work completed and materials and equipment delivered to the site but not incorporated in the Work.
- K. Completion:
- At the time the CONTRACTOR claims the Work has maintained Substantial Completion, submit a list of observed items requiring completion or correction to the Contractor.
 - Attend a final inspection in the company of the City of Starkville, Kimley-Horn and CONTRACTOR for preparing a final list of items to be completed or corrected.
 - Observe that all items on the final list have been completed or corrected and make recommendations to Kimley-Horn concerning acceptance.

III. Duties and Responsibilities of the RESIDENT PROJECT REPRESENTATIVE

- A. Review of Work:
Neel-Shaffer shall furnish an on-site Resident Project Representative (RPR), to assist Neel-Shaffer with observing progress and quality of the work of the Contractor on a part—time basis. The RPR is expected to be on site an average of 10 hours per week during construction of the Project
- B. Records:
- Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued

subsequent to the execution of the Contract, clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.

- Keep a diary of site observations, with the weather conditions, data relative to questions, list of job site visitors, daily activities of the prime contractors and all subcontractors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures, for each day of attendance on site.
- C. Review of Work, Inspections and Tests:
- Conduct on-site observations of the Work in progress and report to the Neel-Schaffer, if the Work is in general proceeding in accordance with the Contract Documents.
 - Report to Neel-Schaffer any Work that is believed to be unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made.
 - Observe tests, equipment and systems startups and operating and maintenance training that are to be conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof-, and observe, record and report to the Neel-Schaffer appropriate details relative to the test procedures and startups.
 - Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the Neel-Schaffer.
- D. Payment Requests:
- Review pay items for applications for payment with the CONTRACTOR in the field for correctness prior to final submittal by the CONTRACTOR for approval.

IV. Limitations of Authority

Neel-Schaffer:

- A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment.
- B. Shall not exceed the limitations of Kimley-Horn's authority as set forth in the Contract Documents.
- C. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or the CONTRACTOR's superintendent.
- D. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, method, techniques, sequences or procedures of construction.
- E. Shall not accept Shop Drawings or sample submittals from anyone other than the Contractor.
- F. Shall not authorize the City of Starkville to occupy the Project in whole or in part.
- G. Shall not participate in specialized field or laboratory tests or inspections conducted by others.
- H. Shall not review Shop Drawings or sample submittals for general conformance with the Contract Documents and City of Starkville's standards unrelated to civil engineering Work.
- I. Shall not provide full time construction engineering and inspection services.
- J. Shall not perform any construction staking.
- K. Shall not perform any permitting services.
- L. Shall not provide or perform any design engineering change decisions.

ADDITIONAL SERVICES

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

SERVICES NOT INCLUDED

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

- Community Engagement meetings
- Grant Applications
- Connection design of string lights to existing building facades
- Environmental permitting

SCHEDULE

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

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

FEES AND BILLING

Kimley-Horn will perform the services in Tasks 1 - 6 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Kimley-Horn will perform the Services in Tasks 7 - 10 on a labor fee plus expense basis with the maximum labor fee shown below. Labor fee will be billed on an hourly basis according to our then-current rates.

Base Scope of Services	Fee	Fee Type
Task 1: Topographic Survey	\$ 45,000.00	Lump Sum
Task 2: Geotechnical Report	\$ 20,000.00	Lump Sum
Task 3: Traffic Analysis	\$ 60,000.00	Lump Sum
Pre-Design Analysis and Survey Services Total	\$ 125,000.00	
Task 4: Schematic Design (SD)	\$ 149,000.00	Lump Sum
Task 5: Design Development (DD)	\$ 185,000.00	Lump Sum
Task 6: Construction Documents (CD)	\$ 255,000.00	Lump Sum
Task 7: Meetings and Coordination	\$ 10,000.00	Hourly Max
Design Services Total	\$599,000.00	
Task 8: Bidding Process	\$ 10,000.00	Hourly Max
Task 9: Limited Construction Phase Services	\$ 40,000.00	Hourly Max
Task 10: Construction Engineering and Inspections	\$ 300,000.00	Hourly Max
Bidding and Construction Phase Services Total	\$ 350,000.00	

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

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

CLOSURE

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

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

____ Please email all invoices to _____

____ Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

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

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Henry Minor

Henry Minor, PLA, ASLA
Project Manager

DocuSigned by:
Drake Danley
BEC900D787444D4...

Drake Danley, PE
Associate

City of Starkville

SIGNED: *[Signature]*

PRINTED NAME: *D. Lynn Spruiell*

TITLE: *Mayor*

Client's Federal Tax ID: *64-6001082*

Client's Business License No.: *—*

Client's Street Address: *110 West Main*
Starkville, MS 39259

Attachments: Hourly Rate Schedule
Standard Provisions

Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	<i>Rate</i>
Analyst I	\$120 - \$155
Analyst II	\$145 - \$195
Professional	\$200 - \$220
Senior Professional I	\$230 - \$275
Senior Professional II	\$315 - \$365
Senior Technical Support	\$100 - \$225
Technical Support	\$95 - \$145
Support Staff	\$80 - \$130

Effective through June 30, 2022

Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

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

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

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

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

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

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

(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any

discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

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

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

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

(9) **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.

(10) **Certifications.** All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, 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.

(11) **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.

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

(13) 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 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.

(14) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits

to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

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

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

**A RESOLUTION BY THE CITY OF STARKVILLE TO REQUEST MATCHING
AMERICAN RECOVERY ACT PLAN (ARPA) FUNDS EXTENDED BY THE STATE OF
MISSISSIPPI FOR WATER, SEWER AND STORM DRAINAGE PROJECTS TO ELIGIBLE
MUNICIPALITIES**

This resolution is made for the purpose of seeking matching funds from the State of Mississippi for the purpose of extending the impact of the ARPA funds provided to the City of Starkville in the amount of six million three hundred six thousand six hundred sixty-six dollars (\$6,306,666.00) for the reasons and the purposes specified in the following language.

WHEREAS, the City of Starkville has suffered economic and opportunity cost losses from the COVID 19 pandemic; and

WHEREAS, the City of Starkville understands that the use of the ARPA funds is intended to assist in the recovery from those losses and to provide improved quality of life for the residents and visitors in ways that comport with the long-term best interests of each community; and

WHEREAS, the City of Starkville recognizes that the State of Mississippi has extended a gracious offer of assistance to match ARPA funds on a dollar-for-dollar basis to qualifying projects of a transformational nature; and

WHEREAS, the City of Starkville has evaluated it's needs for infrastructure improvements that fit within the guidelines of the State of Mississippi's parameters as outlined by the Mississippi Senate leadership; and

WHEREAS, those needs that follow the legislature's published guidelines are stormwater drainage and sewer and water infrastructure; and

WHEREAS, the City of Starkville has multiple projects that fall squarely within those guidelines that are in the planning stages or that are shovel ready or will be easily completed by the mandated ARPA deadline of December 31, 2026.

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

SECTION 1. The stormwater projects that meet the State of Mississippi's requirements for matching funds are as follows:

Storm Water management:

Highway 182	\$ 2,700,000
Lynn Lane	650,000
Colonial Hills	235,000
Northside Drive	215,000
Main Street	165,000

SECTION 2. The water projects that meet the State of Mississippi's requirements for matching funds are as follows:

Water infrastructure improvements:

Main Street	\$ 1,200,000
Lampkin Street	800,000

Highway 182	1,000,000
New water well	1,800,000

SECTION 3. The sewer projects that meet the State of Mississippi's requirements for matching funds are as follows:

Sewer infrastructure improvements:

Highway 182	\$ 1,000,000
Main Street	\$ 250,000
Wastewater Plant	\$ 3,000,000

SECTION 4. The projects enumerated within the body of this resolution are a total of \$13,015,000 which would allow for a full matching grant from the State of Mississippi in the amount of \$6,303,666.00.

SECTION 5. The Mayor and the Board of Aldermen of the City of Starkville respectfully request consideration for the full dollar for dollar match of the ARPA funds as available to be used for the above stated purposes.

SECTION 5. This Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED THIS DAY OF FEBRUARY 15, 2022.

VOTING:

ALDERMAN BEN CARVER	_____
ALDERMAN SANDRA SISTRUNK	_____
ALDERMAN JEFFREY RUPP	_____
ALDERMAN MIKE BROOKS	_____
ALDERMAN HAMP BEATTY	_____
VICE MAYOR ROY A.' PERKINS	_____
ALDERMAN HENRY VAUGHN	_____

D. LYNN SPRUILL
MAYOR, CITY OF STARKVILLE

ATTEST: _____

31. CONSIDERATION OF ADOPTING AN UPDATED DEVELOPMENT FEE SCHEDULE.

Alderman Vaughn, duly seconded by Alderman Rupp, offered a motion approving the updated development fee schedule which will become effective March 17, 2022 as presented. 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 Fee Schedule follows this page.

32. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of February 8, 2022 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	\$ 455,088.27
Airport Fund	015	7,767.64
Sanitation	022	26,555.36
Industrial Park Bond	303	100,679.68
Park and Recreation Bonds	375	507,675.00
Park Bond - 2020	380	44,106.08
Sub Total Before Utilities		\$ 1,141,872.03
Utilities Dept.	SED	294,822.02
Total Claims	Total	\$ 1,436,694.05

PLANNING SERVICES

Planning Email: planning@cityofstarkville.org

City Planner: Daniel Havelin

Planning Phone: (662) 323-2525 Extension 3136

The Planning Department performs project reviews and inspections for all developments within Starkville to promote quality, safety, usability, and compliance with the Unified Development Code.

SECTION 1: RECORDS REQUEST	
Zoning Verification Letter	\$30
Due Diligence Request / FOIA	\$30 per hour (estimate given prior to starting)
SECTION 2: SUBDIVISIONS*	
Major Subdivision	
Preliminary Plat	\$250 plus \$10 each lot
Final Plat	\$250 plus \$10 each lot
Minor Subdivision	
Final Plat	\$100
Condominium Plat	
New Condominium Plat	\$250 plus \$10 each unit
Conversion of Existing Building Condominium Plat	\$400 plus \$10 each unit
SECTION 3: PUBLIC HEARING**	
Rezoning	\$500
Planned Unit Development (PUD)	\$500
Use Exception	\$200
Special Exception	\$200
Variance	\$200 plus \$50 for each additional variance request
Variance for individual Single Dwelling Unit in any zoning district	\$100
SECTION 4: PUBLIC MEETINGS	
Conceptual Master Plan- Optional District*	\$200
Landscape Waiver	\$200 plus \$50 for each additional variance request
SECTION 5: DEVELOPMENT REVIEW COMMITTEE (DRC)	
Site Plan Review without Stormwater Review	\$150
Site Plan Review with Stormwater Review	\$300
Infrastructure Review without Stormwater Review	\$300
Infrastructure Review with Stormwater Review	\$500
Pre-Application Meeting	\$0
SECTION 6: OTHER	
Administrative Appeal	\$50
Sign Permit	\$25 + \$6.00 for each additional thousand or fraction thereof after \$1,000.
Banner Permit	\$25
Telecommunication Facilities New	\$500
Telecommunication Facilities Upgrade to Existing	\$200
Portable Telecommunication Facilities	\$100
Certificate of Appropriateness	\$50

*No DRC Review fee required as part of request

**Reimbursement of cost of notification (legal ad and mailings) is also required

BUILDING SERVICES

Building Email: buildingdept@cityofstarkville.org

Planning Phone: (662) 323-2525 Extension 5007

Building Official: Stein McMullen

The Building Department performs project reviews and inspections for all private development within Starkville to promote and ensure quality, safety, usability, sustainability and compliance in the built environment. Building services provide three main services: comprehensive plan reviews, routine and systematic inspections, and regulation.

SECTION 1: ESTIMATED COST OF CONSTRUCTION (VALUATION)			
Commercial Construction Permit Fee			
\$2,500 to \$10,000,000	\$4.00 per \$1,000 valuation		
\$10,000,001 or more	\$40,000 + \$5.00 for each additional thousand or fraction thereof after \$10,000,000.		
Residential Construction Permit Fee			
\$2,500 to \$5,000,000	\$3.00 per \$1,000 valuation		
\$5,000,001 or more	\$15,000 + \$4.00 for each additional thousand or fraction thereof after \$5,000,000.		
SECTION 2: BUILDING PLAN REVIEW			
Plan Review for Commercial Construction	25% of Commercial Construction Permit Fee	\$250 (Limit)*	
Plan Review for Residential Construction	25% of Residential Construction Permit Fee	\$100 (Limit)*	
SECTION 3: GENERAL FEES			
Courtesy Inspection	\$25		
Land Disturbance for Residential Development	\$50		
Land Disturbance for Commercial Development	\$50 per Acre of disturbed area		
Certificate of Occupancy (New Business/Location)	\$50		
Certificate of Occupancy (Change of Name/Ownership)	\$25		
Demolition (Entire Structure)	\$50		
Demolition (Inside Structure Only)	\$25		
Printed Replacement Permit	\$5		
SECTION 4: REPEAT INSPECTIONS			
Re-Inspection	1 st Free	2 nd \$25	3 rd \$50 4 th \$75
SECTION 5: TRADE INSPECTIONS			
Gas Inspection	\$20 per inspection/unit		
Plumbing Inspection	\$5 per plumbing cluster		
Mechanical Inspection	\$25 + \$5 per tonnage		
Existing Electrical Inspection (Residential Only)	\$25		
New Electrical Inspection	\$50		
Electrical Inspection (Multi-Family)	\$25 per unit		
SECTION 6: RENTAL HOUSING			
Rental Housing Registration Fee	\$15 per rental housing unit		
SECTION 7: OTHER			
Accessory Structure	Based on estimated cost of construction permit fee		
Floodplain Development Permit	Residential		\$100
	Non-Residential/Mixed-Use/Multi-Family		\$200
Temporary Certificate of Occupancy	Residential		\$100
	Non-Residential/Mixed-Use/Multi-Family		\$250

FIRE MARSHAL SERVICES

Email : firemarshal@cityofstarkville.org

Phone : (662) 323-1845

Fire Marshal : Mark McCurdy

Fire Inspector : Jonathan Wade

The Office of the Fire Marshal is the enforcement, educational, and informational arm of the City of Starkville Fire Department. The division performs site inspections, issues permits, enforces fire codes, and coordinates pre-fire planning for buildings and facilities within the city. The division is also responsible for conducting fire investigations to determine origin and cause of all fires and provides public fire education to the citizens of Starkville.

SECTION 1: GENERAL		
Safety Inspection	\$25	
SECTION 2: SPRINKLER SYSTEMS		
Installation or Alteration of an Automatic Fire Sprinkler System and Standpipe System.	0 to 10,000 Square Feet	\$100
	10,001 to 100,000 Square Feet	\$150
	100,000 Square Feet and up	\$200
SECTION 3: FIRE DETECTION SYSTEMS		
Installation or alteration of fire detection system.	0 to 100 Feet	\$50
	101 to 200 Feet	\$100
	201 Feet and up	\$150
Installation or alteration of fire detection systems (excluding single family residential)	0 to 10,000 Square Feet	\$50
	10,001 to 100,000 Square Feet	\$100
	100,001 Square Feet and up	\$200
Installation or alteration of hood suppression systems, commercial kitchen hoods or other specialized cooking related equipment in kitchen applications	New	\$100
	Existing	\$50
SECTION 4: TEMPORARY STRUCTURES		
Use of temporary membrane structures and tents over 200 square feet (excluding tents used exclusively for recreational or camping purposes and funeral services) and canopies over 400 square feet.	Any	\$50
SECTION 5: TANKS, EQUIPMENT, AND DISPENSING STATIONS		
To install, construct, or alter tanks, equipment and fuel dispensing stations where flammable and/or combustible liquids are stored or dispensed.	Any	\$150

ENGINEERING SERVICES

Email: engineering@cityofstarkville.org

Phone: (662) 323-2525 Extension 5005

City Engineer: Edward Kemp

Assistant. City Engineer: Cody Burnett

The Engineering Services Department's Stormwater Management Division is responsible for services, programs, and projects that reduce pollution in Starkville's waterways and address critical flooding and erosion issues that impact streets and private properties in order to preserve and protect life, support healthy natural resources, and complement sustainable growth for the vibrant Starkville community.

SECTION 1: CONSTRUCTION INSPECTION FEES		
Public roadway construction (includes subgrade, proof rolls, base, and surface)*	\$2.00	Per linear foot
Public roadway curb and gutter*	\$0.25	Per linear foot
Public storm drain lines	\$0.25	Per linear foot
Public storm drainage structures	\$3	Each
Public sidewalks	\$0.25	Per linear foot
Public water lines	\$0.25	Per linear foot
Public sewer lines	\$0.25	Per linear foot
Public sanitary sewer structures	\$3	Each
Aboveground Detention and Retention Ponds and outlet control structures	\$50	Each
Underground Detention Storage and outlet control structures	\$50	Each

**Also applies to private roadways that must be built to City Standards*

33. CONSIDERATION OF THE AUTHORIZATION FOR THE MAYOR TO APPROVE IMPROVEMENTS TO THE SPORTSPLEX BATHROOMS AND CONCESSIONS WITH A NOT TO EXCEED AMOUNT OF \$115,000.00.

Alderman Rupp, duly seconded by Alderman Beatty, offered a motion for approval of the project that would allow for the Mayor to authorize projects with bids as appropriate at a not to exceed amount of \$115,000.00. 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.

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

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

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

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

35. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Beatty offered a motion to enter Executive Session for the purpose of discussing the prospective sale of land by the City of Starkville near Cornerstone Park and potential litigation related to the BUILD grant project when an open discussion would have a detrimental effect on the City's litigation position. Following a second by Alderman Vaughn, the Board voted as follows to enter Executive Session:

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

Alderman Henry Vaughn, Sr. Voted: Yea
Having received a majority affirmative vote, the Mayor declared the motion passed.

The Mayor invited the public back in, and after allowing the public time to enter the room, made the announcement of the Board's decision to enter into Executive Session for the purpose of discussing the prospective sale of land by the City of Starkville near Cornerstone Park and potential litigation relating to the BUILD grant project when an open discussion would have a detrimental effect on the City's litigating position. At this time, the Board entered Executive Session.

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

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

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

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

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

37. A MOTION AUTHORIZING THE MAYOR TO SEEK TWO APPRAISALS FOR THE POTENTIAL SALE OF PROPERTY SHOWN ON THE ATTACHED MAP.

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, to move approval of authorizing the Mayor to seek two appraisals for the potential sale of property shown on the attached map, 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 map follows the minutes.

38. A MOTION APPROVING AN OFFER TO FARMER MORGAN, LLC.

Upon the motion of Alderman Perkins, duly seconded by Alderman Sistrunk, that pursuant to Miss. Code Ann. § 25-1-47(2) the City of Starkville is authorized to offer Farmer Morgan, LLC \$50,000.00 for its work, participation, and/or selection in applying for the 2019 USDOT BUILD Discretionary Grant for the MS 182 / MLK Corridor Revitalization Project, and City of Starkville 2019 USDOT BUILD Discretionary Grant Program Grant Application Resolution MS 182 / MLK Corridor Revitalization Project, or all claims made and/or which could have been made related in any way to the City of Starkville BUILD Grant Project, 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.

39. MOTION TO ADJOURN UNTIL MARCH 1, 2022 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, for the Board of Aldermen to adjourn the meeting until March 1, 2022 @ 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 _____, 2022.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK

(SEAL)

Cornerstone Land Sale Area



Legend

 Sale Area

 Parcels

**NORTH**

02004008001,200

Feet