

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
March 1, 2022**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on March 1, 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 Carver asked to remove Board Business, Item A, Kimley-Horn agreement, from consent.

Alderman Sistrunk asked to add Engineering, Item 5, Sportsplex Drainage Project, to consent as well as Park, Item 4, T & M Steel Change Order, to consent.

There being no additional changes or objections, the Mayor 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 March 1, 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
REGULAR MEETING OF TUESDAY, MARCH 1, 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 FEBRUARY 1, 2022 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE FEBRUARY 11, 2022 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE FEBRUARY 15, 2022 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

SECOND PUBLIC HEARING OF THE AMENDMENTS TO THE UNIFIED DEVELOPMENT CODE (UDC) SIGNS.

PUBLIC HEARING AND CONSIDERATION OF VA 22-02: A REQUEST FOR VARIANCE ON REAR SETBACK AT 107 KERKLING DR. IN A SD-2 ZONING DISTRICT.

IX. MAYOR'S BUSINESS

X. BOARD BUSINESS

A. CONSIDERATION OF ENGAGING KIMLEY-HORN TO DEVELOP A FINAL MASTER PLAN AND CONSTRUCTION DOCUMENTS FOR GEORGE EVANS/NEEDMORE PARK AND PHASE 1 OF MCKEE PARK.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL TO ENTER INTO A LICENSE AGREEMENT WITH TEXAS TECH UNIVERSITY AND ALLOW TEXAS TECH UNIVERSITY CONTRACTORS ACCESS TO A SELECTED AREA ON THE WEST SIDE OF AIRPORT PROPERTY TO SET UP A STICKNET WEATHER STATION AT GEORGE M. BRYAN FIELD.

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. CONSIDERATION OF REAPPOINTMENT OF THOMAS STEWART AND TIME GEDDIE TO TWO YEAR TERMS TO END MARCH 1, 2024 AS INDEPENDENT CONSULTANTS FOR ARCHITECTURE REVIEW.

2. CONSIDERATION OF FP 22-05: A REQUEST FOR FINAL PLAT APPROVAL FOR RECONFIGURING THREE LOTS AT 815, 817, AND 821 HIGHWAY 12 WEST IN C ZONING DISTRICT.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF APPROVING THE UTILITY AGREEMENT FOR THE OFF-CORRIDOR ELECTRIC PROJECT AS PART OF BUILD PROJECT FBLD-7113-00(004)/108418-822000 AS SOON AS AUTHORIZATION IS PROVIDED BY MDOT AND FHWA.
2. CONSIDERATION OF APPROVING THE MDOT AGREEMENT FOR ENGINEERING SERVICES WITH ATWEL & GENT, P.A. RELATING TO BUILD GRANT PROJECT FBLD-7113-00(004)/108418-822000 AS SOON AS AUTHORIZATION IS PROVIDED BY MDOT AND FHWA.
3. CONSIDERATION OF APPROVAL OF SUMMARY CHANGE ORDER #1 IN THE AMOUNT OF (\$24,831.61) FOR THE ERBR OLD WEST POINT ROAD BRIDGE PROJECT AND AUTHORIZATION TO UTILIZE THE REMAINING FUNDS ON THE PROJECT SITE.
4. CONSIDERATION OF DECLARING MACHINE MOUNTED HYDRAULIC SAW (MN DFM EXR) AS SURPLUS AND AUCTIONED ON GOVDEALS.
5. CONSIDERATION OF ACCEPTANCE OF THE LOW BID FOR THE SPORTSPLEX DRAINAGE PROJECT FROM WEATHER'S CONSTRUCTION IN A BASE BID AMOUNT OF \$227,027.04 PLUS ALTERNATE 1 IN THE AMOUNT OF \$13,524.50 AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT.

DI. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF FEBRUARY 21, 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.

DII. FIRE DEPARTMENT

1. REQUEST PERMISSION FOR SFD TO ENTER INTO A MUTUAL AID AGREEMENT WITH OKTIBBEHA FIRE COUNTY DEPARTMENT/ EMS, TO PROVIDE AND RECEIVE MUTUAL AID WHEN CALLED UPON.

2. REQUEST AUTHORIZATION FOR FIRE MARSHAL MARK MCCURDY AND FIRE INSPECTOR JONATHAN WADE TO TRAVEL TO OXFORD, MS TO ATTEND THE 2022 MFIA SPRING SEMINAR – (THE GRADUATE HOTEL) ON APRIL 5 – 9, 2022 AT AN APPROXIMATE COST OF \$2,000 (HOTEL, REGISTRATION AND MEALS).

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE JEREMY RANDLE AS A MAINTENANCE WORKER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION TO ACCEPT LOWEST AND / OR STATE CONTRACTED PRICES FOR CORNERSTONE EQUIPMENT WHICH INCLUDES 1 SCAG SPRAY/SPREADER AT STATE CONTRACTED PRICING, (2) X MARK MOWERS AT STATE CONTRACTED PRICING, 1 DUMP TRAILER WITH COVER, 1 JOHN DEERE GATOR AT STATE CONTRACTED PRICING.
2. CONSIDERATION TO ACCEPT BEST AND LOWEST QUOTES FOR THE SPORTSPLEX BATHROOM RENOVATION PROJECT THAT INCLUDES MIRRORS, HAND DRYERS, PICNIC TABLES, TRASH CANS, 3 COMPARTMENT SINKS, HAND/EYE WASHING STATION, FOOD GRADE TABLES AND A POPCORN MACHINE IN AN AMOUNT NOT TO EXCEED \$25,000.00.
3. CONSIDERATION TO ACCEPT THE AMENDED CORNERSTONE PRE-OPENING BUDGET.
4. CONSIDERATION OF THE CHANGE ORDER FOR T & M STEEL FOR CORNERSTONE CONSTRUCTION PROJECT IN THE AMOUNT OF \$103,120.00 TO BE TAKEN FROM THE PROJECT CONTINGENCY FUND.

J. POLICE DEPARTMENT

1. POLICE
THERE ARE NO ITEMS FOR THIS AGENDA
2. CODE ENFORCEMENT
THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO TRANSFER 3 WATER DIVISION VEHICLES TO THE STREET DEPARTMENT: 2005 GMC SIERRA (#106) VIN ENDING IN 1632, 2003 STERLING JET TRUCK (#133), VIN ENDING IN 0908, AND 2021 DODGE RAM 4500 (#195) VIN ENDING IN 6357.

2. REQUEST AUTHORIZATION TO DECLARE THE WATER DIVISION 2005 GMC SIERRA FORD ESCAPE (#169), VIN NUMBER ENDING IN 5757 AS SURPLUS AND TO AUCTION ON GOVDEALS AND AUTHORIZATION TO PURCHASE AN EQUIVALENT VEHICLE REPLACEMENT FROM STATE CONTRACT.
3. REQUEST AUTHORIZATION TO DECLARE THE WATER DIVISION 2010 FORD ESCAPE (#102), VIN NUMBER ENDING IN 6757 AS SURPLUS AND TO AUCTION ON GOVDEALS AND AUTHORIZATION TO PURCHASE AN EQUIVALENT VEHICLE REPLACEMENT FROM STATE CONTRACT.
4. REQUEST APPROVAL TO ACCEPT THE LOWEST QUOTE FROM WISSCO FOR THE PURCHASE OF A REFRIGERATE EFFLUENT SAMPLER IN THE AMOUNT OF \$7,995.00.
5. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM NESCO ELECTRICAL DISTRIBUTORS TO PURCHASE FLAME-RESISTANT UNIFORMS FOR THE ELECTRIC DIVISION IN THE AMOUNT OF \$10,412.41.
6. REQUEST APPROVAL OF THE LOWEST QUOTE FROM LEE'S PRECAST FOR THE PURCHASE OF MATERIAL FOR THE COLLEGEVIEW LIFT STATION REMOVAL IN THE AMOUNT OF \$11,928.00.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

- Personnel
- Property Acquisition

XV. OPEN SESSION

XVI. RECESS UNTIL MARCH 15, 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 – 25:

2. CONSIDERATION OF THE MINUTES OF THE FEBRUARY 1, 2022 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the February 1, 2022 meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE FEBRUARY 11, 2022 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the February 11, 2022 work session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF THE MINUTES OF THE FEBRUARY 15, 2022 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the February 15, 2022 meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF APPROVAL TO ENTER INTO A LICENSE AGREEMENT WITH TEXAS TECH UNIVERSITY AND ALLOW TEXAS TECH UNIVERSITY CONTRACTORS ACCESS TO A SELECTED AREA ON THE WEST SIDE OF AIRPORT PROPERTY TO SET UP A STICKNET WEATHER STATION AT GEORGE M. BRYAN FIELD.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to enter into a license agreement with Texas Tech University and allow Texas Tech University Contractors access to a selected area on the west side of airport property to set up a StickNet Weather Station at George M. Bryan Field” is enumerated, this consent item is thereby approved. The agreement follows this page.

6. CONSIDERATION OF REAPPOINTMENT OF THOMAS STEWART AND TIM GEDDIE TO TWO YEAR TERMS TO END MARCH 1, 2024 AS INDEPENDENT CONSULTANTS FOR ARCHITECTURE REVIEW.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to reappoint Thomas Stewart and Tim Geddie to two year terms as independent consultants for Architecture Review to end on March 1, 2024” is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF FP 22-05: A REQUEST FOR FINAL PLAT APPROVAL FOR RECONFIGURING THREE LOTS AT 815, 817, AND 821 HIGHWAY 12 WEST IN C ZONING DISTRICT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of FP 22-05: a request for Final Plat approval for the “Dutch Subdivision” for reconfiguring three lots at 815, 817, and 821 Highway 12 West” is enumerated, this consent item is thereby approved.

8. CONSIDERATION OF APPROVING THE UTILITY AGREEMENT FOR THE OFF-CORRIDOR ELECTRIC PROJECT AS PART OF BUILD PROJECT FBLD-7113-00(004)/108418-822000 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 March 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the Utility Agreement and the CEI proposal 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. The agreement follows the TX Tech weather agreement.

LICENSE # TBD
BETWEEN

TEXAS TECH UNIVERSITY

AND
CITY OF STARKVILLE

The License Agreement is being entered into by Texas Tech University (LICENSEE) and the City of Starkville (LICENSOR) under the Authority of 40 U.S.C. 585. The purpose of this agreement is to allow LICENSEE to have the right of access to and use certain real property owned by the LICENSOR, for the purpose of installing, operating, and maintaining an observing platform consisting of a "StickNet" weather station, measuring wind, temperature, and humidity.

The property affected is the Starkville Airport, located at 120 Airport Rd, Starkville, MS 39759 (referred to below as the "premises"). By their signatures below, the authorized representatives of LICENSEE and LICENSOR agree to the following terms and conditions:

1. Employees and contractors for LICENSEE, including but not limited to Texas Tech University and their subcontractors, shall have the right of access to and use the premises, without cost, and with the understanding that access to the premises will be required periodically by maintenance personnel, and occasionally by a survey team.
2. By virtue of the right of access to and use of the premises, LICENSEE shall be entitled to install, operate, and maintain one "StickNet" weather station. Utilities and telecommunications will be paid for by the LICENSEE through separate contracts.
3. This Agreement shall not be construed to require the LICENSOR to furnish to LICENSEE any more than access to and use of the premises.
4. Upon termination of this Agreement, LICENSEE shall remove any instruments or hardware it has placed on the premises. Any costs for removal pursuant to this paragraph shall be borne by LICENSEE. Alternatively, the LICENSEE and the LICENSOR may agree that title to all the improvements on said premises shall become the property of the LICENSOR, in full satisfaction of any obligation to restore the property recited elsewhere in this agreement.

LICENSE # TBD
BETWEEN

TEXAS TECH UNIVERSITY

AND
CITY OF STARKVILLE

5. TTU agrees to promptly consider and adjudicate any and all claims which may arise out of use of the LICENSOR's premises by TTU or duly authorized representatives or contractors of TTU and to pay for any damage or injury as may be required by Federal law. Such adjudication will be pursued under the Federal Tort Claims Act, 28 U.S.C. 2671 et seq. Or other such legal authority as may be pertinent. TTU also agrees to consider and adjudicate any claims for damage or injury sustained by TTU personnel in the performance of their official duties while on the LICENSOR'S premises. Such adjudication will be made pursuant to the Federal Employees' Compensation Act, 5 U.S.C. 8101 et seq., or other such legal authority as may be pertinent. TTU shall cause its contractors to maintain, during the performance of any work under the terms of this Agreement, insurances with limits of liability not less than those stated in the Federal Acquisition Regulation (FAR) 28.307-2.
6. LICENSEE agrees not to sell, convey, transfer mortgage, pledge, assign, or otherwise encumber this Agreement, in whole or in part, nor any of LICENSEE's rights, interests, or privileges, hereunder, without providing written notice to the LICENSOR.
7. Use of the premises by LICENSEE shall not be in support of any policy which discriminates against any person on the basis of race, sex, religion, or national origin.
8. This Agreement shall take effect upon signature by both parties, and shall remain in effect for a period of 2 years from the date of the last signature, provided that the parties may terminate the Agreement either by mutual written agreement or upon sixty days' written notice by either party to the other.

LICENSE # TBD
BETWEEN

TEXAS TECH UNIVERSITY

AND
CITY OF STARKVILLE

9. The Points of Contact (POC) for this Agreement are:

A. Name of LICENSEE POC: Christopher Weiss

Email: Chris.Weiss@ttu.edu

Address: Atmospheric Science Group
Texas Tech University
Box 41051
Lubbock, TX 79409

Telephone Number: (806) 535-4844

B. Name of Real Property POC:

Email:

Address:

Telephone Number:

C. Name of LICENSOR POC:

Email:

Address:

Telephone Number:

LICENSE # TBD
BETWEEN

TEXAS TECH UNIVERSITY

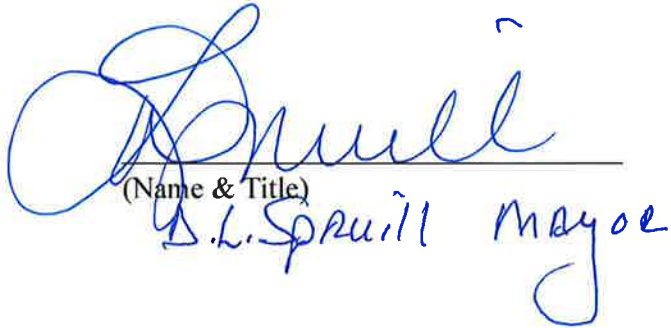
AND
CITY OF STARKVILLE

FOR TEXAS TECH UNIVERSITY

FOR THE CITY OF STARKVILLE



(Name & Title)
Christopher Weiss, Professor



(Name & Title)
D.L. Spruill Mayor

2-14-22

(DATE)

3-2-2022

(DATE)

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

UTILITY AGREEMENT

FBLD-7113-00(004)/108418-822000

OKTIBBEHA COUNTY

This agreement, entered into as of the date of the last signature, by and between STARKVILLE UTILITIES hereinafter referred to as the COMPANY, and the CITY OF STARKVILLE, hereinafter referred to as the LPA, for the adjustment of the transmission and/or distribution facilities of the Company necessitated by the construction of a highway under the Mississippi Federal Aid Program.

1. That the COMMISSION will submit a project for highway construction, being a section of Highway 182 known as No. FBLD-7113-00(004)/108418-822000 in Oktibbeha County, and will recommend its approval by the Federal Highway Administration for construction with funds apportioned to the State under Federal Aid allotment: and,
2. That right of way for the proposed new road will pass over and include certain property interests of the COMPANY as defined by Paragraph 107(a) of Federal Highway Administration 23CFR645A upon which it has heretofore constructed and is now maintaining its Electric Utility facilities, which property interest will be more particularly described and located according to plans agreeable to both parties; and,
3. That the proposed highway construction will necessitate certain adjustment, removals and/or alterations of the existing facilities of the COMPANY as shown by the COMPANY'S plans and estimate of cost attached hereto and made a part of this agreement by reference; and,
4. That the proposed adjustment will not result in a credit for accrued depreciation of the COMPANY'S system; and,
5. That the COMPANY hereby certifies it is not eligible for 100% reimbursement of utility relocation costs in accordance with Senate Bill 2183 or Senate Bill 2250 amending Section 65-1-8, Mississippi Code 1972 Annotated (certification attached as ATTACHMENT A).
6. That the COMPANY will make the necessary adjustments, removals or alterations in its facilities at a total estimated cost of approximately \$ 1,617,824.00 as shown by the COMPANY'S estimate. That the total estimated cost to the COMMISSION for actual nonbetterment work will be approximately \$ 1,617,824.00, 100.0 %; and that the total estimated cost of the work to be done at the expense of the COMPANY will be approximately \$ 0.00, 0.0 %; and,
7. That the COMPANY will commence the work on or before the 1st day of June, 2022 and have it completed on or before the 1st day of June, 2023. The COMPANY shall be responsible for any delay to the construction of the project caused by the failure of the COMPANY to have its facilities moved on the aforementioned date.
8. That the COMPANY will perform the work provided for in this agreement by the method checked below:

☐

BY COMPANY'S REGULAR FORCES: The COMPANY proposes to use their regular construction or maintenance crews and personnel at its standard schedule of wages and working hours and working in accordance with the terms of its agreement with such employees: or,

☒

BY CONTRACT: The COMPANY does not have adequate staff or equipment to perform the necessary work with its own forces. Therefore, the COMPANY subject to prior approval of the COMMISSION and Federal Highway Administration proposes to contract the work covered by this agreement in accordance with the provisions of 23CFR645A. The items of work to be accomplished by contract and the names of the qualified contractors whose services will be solicited are shown in the COMPANY'S estimate; or,

Initial _____

☐ BY EXISTING CONTINUING CONTRACT: Subject to prior approval of the COMMISSION and the Federal Highway Administration the COMPANY proposes to use an existing continuing contract under which certain work as shown by the COMPANY'S estimate is regularly performed for the COMPANY and under which the lowest available costs are developed. The name of the Contractor is listed in the COMPANY'S estimate; and,

9. That the method used by the COMPANY in developing the relocation costs except for Lump-Sum shall be in accordance with Paragraph 117 of 23CFR645A. Indicate here if Lump-Sum ☐ or Actual Cost ☒; and,

10. That the COMPANY shall make the most economical type adjustments, removal, and/or alterations of its facilities as will satisfactorily meet the same service requirements of the old facility; and,

11. That the COMMISSION will reimburse the COMPANY the cost of work done here under, as hereinbefore provided for, but the liability of COMMISSION shall not exceed **115%** of its assigned share of the estimated net Actual Cost without a Supplemental Utility Agreement agreed to by the parties and executed prior to COMMISSION's payment of the final bill, and COMMISSION shall reimburse COMPANY only for costs that are eligible for payment according to 23 CFR 645A; and,

12. That all cost records of the COMPANY pertaining to the project will be subject at any time before final audit to inspection by representatives of the COMMISSION and the Federal Highway Administration; and,

13. It is understood that the project herein contemplated is to be financed from funds appropriated by the Federal Government and expended under Federal regulations; that all plans, estimates of cost, specifications, awards of contracts, acceptance of work and procedure in general are subject at all times to all Federal laws, rules, regulations, orders and approval applying to it as a Federal Project, as well as all Buy America requirements as specified in 23 U.S.C. 313 and 23 CFR 635; and that the COMMISSION shall reimburse the COMPANY as provided above for only such items of work and expense and in such amounts and forms as are proper and eligible for payment according to 23CFR645A; and,

14. It is understood and agreed by and between the parties hereto that adjustments, removals, and/or alterations of the facilities to be made shall be made according to the plans and estimates attached hereto, which plans and estimates are hereby approved as to sufficiency thereof, and are incorporated herein and made a part hereof, and the COMMISSION shall pay the cost thereof according to the terms of this agreement, subject only to the provisions of paragraph 10 above. For the same consideration to be paid herein, the COMPANY does hereby agree to subordinate unto the COMMISSION such surface rights, subsurface rights or air rights, as the case maybe, in and to the property interests covered by this agreement, to the full extent of the needs and demands of the COMMISSION in its use thereof for the purpose of this agreement. Further, should the COMMISSION find it necessary or desirable to change the design, construction, and/or maintenance plans to an extent that will require additional adjustments, removals, and/or alterations in the facilities covered hereby, which remained within the existing easement or other property interest of the COMPANY, the COMPANY will make such further adjustments, removals, and/or alterations as may be necessary according to the methods hereinabove set out, and the COMMISSION will pay therefore such sums as may be mutually agreed upon, subject only to the provisions of paragraph 10 above. However, should the COMPANY for its own purposes need or desire to expand, alter, adjust, remove, relocate, service or maintain the facilities covered by this agreement, the COMPANY agrees to make application to the COMMISSION for a proper permit to cover such changes, and any such changes made shall be at the expense of the COMPANY.

Initial _____

9. AUTHORIZATION OF APPROVING THE MDOT AGREEMENT FOR ENGINEERING SERVICES WITH ATWELL & GENT, P.A. RELATING TO BUILD GRANT PROJECT FBLD-7113-00(004)/108418-822000 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 March 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the MDOT agreement for engineering services with Atwell & Gent, P.A. relating to BUILD grant project FBLD-7 113-00(004) / 108418-822000 as soon as authorization is provided by MDOT and FHWA” is enumerated, this consent item is thereby approved. The agreement follows this page.

10. CONSIDERATION OF APPROVAL OF SUMMARY CHANGE ORDER #1 IN THE AMOUNT OF (\$24,831.61) FOR THE ERBR OLD WEST POINT ROAD BRIDGE PROJECT AND AUTHORIZATION TO UTILIZE THE REMAINING FUNDS ON THE PROJECT SITE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of Summary Change Order #1 in the amount of (\$24,831.61) for the ERBR Old West Point Road Bridge project and authorization to utilize the remaining funds on the project site” is enumerated, this consent item is thereby approved. The Change Order follows the Atwell & Gent agreement.

11. CONSIDERATION TO DECLARE A MACHINE MOUNTED HYDRAULIC SAW (MN DFM EXR) AS SURPLUS AND AUCTION ON GOVDEALS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of declaring machine mounted hydraulic saw (MN DFM EXR) as surplus and auctioned on Govdeals” is enumerated, this consent item is thereby approved.

12. CONSIDERATION OF ACCEPTANCE OF THE LOW BID FOR THE SPORTSPLEX DRAINAGE PROJECT FROM WEATHER’S CONSTRUCTION IN A BASE BID AMOUNT OF \$227,027.04 PLUS ALTERNATE 1 IN THE AMOUNT OF \$13,524.50 AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the low bid for the Sportsplex Drainage project from Weather’s Construction in a base bid amount of \$227,027.04 plus alternate 1 in the amount of \$13,524.50 and authorizing the Mayor to execute a construction contract” is enumerated, this consent item is thereby approved. The bid tab follows The ERBR Old West Point Road bridge project change order.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT made the _____ day of _____, 2022 by and between the **City of Starkville** (hereinafter called the LPA) and **Atwell & Gent, P.A.** (hereinafter designated as the ENGINEER).

W I T N E S S E T H :

WHEREAS, the LPA has prepared plans and will submit for highway construction, a section of Highway 182 from Long Street to Old West Point Road known as Federal Aid Project No. FBLD-7113-00(004) / 108418-822000 in Oktibbeha County, Mississippi; and

WHEREAS, the LPA proposes to construct improvements to its existing electric utilities at various locations required to facilitate future relocations and/or abandonment of LPA's existing electric utilities which traverse on, under, or across property within the limits of the highway project; and

WHEREAS, the LPA desires to employ a consultant ENGINEER to perform Construction Engineering services to ensure the proper relocation of said electric utilities; and,

WHEREAS, the ENGINEER is agreeable to performing the Construction Engineering services under the conditions and for the fees satisfactory to the LPA.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

I. THE LPA hereby employs and retains the ENGINEER who agrees to proceed with all Construction Engineering services necessary to the performance in proper sequence of the items of work for the project as hereinafter set forth.

II. DESCRIPTION OF THE PROJECT. The project as covered by this agreement shall consist of providing all necessary Construction Engineering services for construction of improvements to LPA's existing electric utilities at various locations required to facilitate future relocation and/or abandoning existing electric utilities and their appurtenances which are owned by the LPA that will conflict with the proposed construction of Federal Aid Project No. FBLD-7113-00(004) / 108418-822000 in Oktibbeha County, Mississippi.

III. SCOPE OF WORK. The services to be performed under this agreement are:

CONSTRUCTION ENGINEERING:

Construction Engineering shall be all Engineering work involved in the actual construction of the project. The work shall include:

- (1) Furnishing of plans and specifications for construction purposes.
- (2) The general administration of the project and making of periodic visits to the construction site to observe the progress and quality of the construction work and to determine, in general, if the results of the construction work are in accordance with the plans and specifications.
- (3) Setting all stakes for structures (location) and any other stakes necessary to control the work.
- (4) Checking and verifying the quantities of all materials incorporated in the project.
- (5) Promptly verifying and recommending payment of all Contractor's monthly estimates.
- (6) Providing consultation and advice during construction.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR ENGINEERING SERVICES

- (7) Making final inspection of project, preparing "Record Plans, verifying and promptly submitting final estimate and supporting documents to the LPA for approval and payment. [Such records shall be available at all reasonable times during the contract period and for three (3) years from the date of payment of the final estimate. These records, documents, and data shall be available for inspection by the LPA and the Mississippi Department of Transportation (MDOT) and copies thereof shall be furnished if requested.]

IV. MDOT APPROVED OVERHEAD. The ENGINEER employed and retained by the LPA should have a current accepted overhead rate on file with the MDOT. The ENGINEER shall use the current accepted overhead rate to determine a schedule of rates included in an attached Appendix "A". The current overhead rate shall be submitted by the ENGINEER and approved by the MDOT within nine (9) months of the end of the ENGINEER's fiscal period. The current overhead rate shall be the ENGINEER's overhead rate for the ENGINEER's most recent previous fiscal period. All overhead rates submitted to the MDOT for approval shall comply with the AASHTO Audit Guide, 2010, as amended. In addition, the ENGINEER shall submit written certification in accordance with FHWA Order 4470.1A, as amended, that the indirect cost rate submitted does not include any costs which are expressly unallowable and the indirect cost rate was established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48 CFR part 31.

Direct Costs: The LPA will reimburse the ENGINEER's actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement (e.g. no meal reimbursement when there is no overnight stay). All direct costs shall be substantiated with supporting documentation in accordance with the MDOT State Travel Handbook. All direct costs (except meals) must be substantiated by supporting data, i.e. mileage, log books, receipts, etc. All other expenses will be reimbursed upon receipt of acceptable paid invoices.

Actual Hourly Pay Rate: The hourly pay rate shall not exceed the pay rate actually paid to an employee performing services reasonably necessary for the completion of the Scope of Work set forth under Item III in this AGREEMENT.

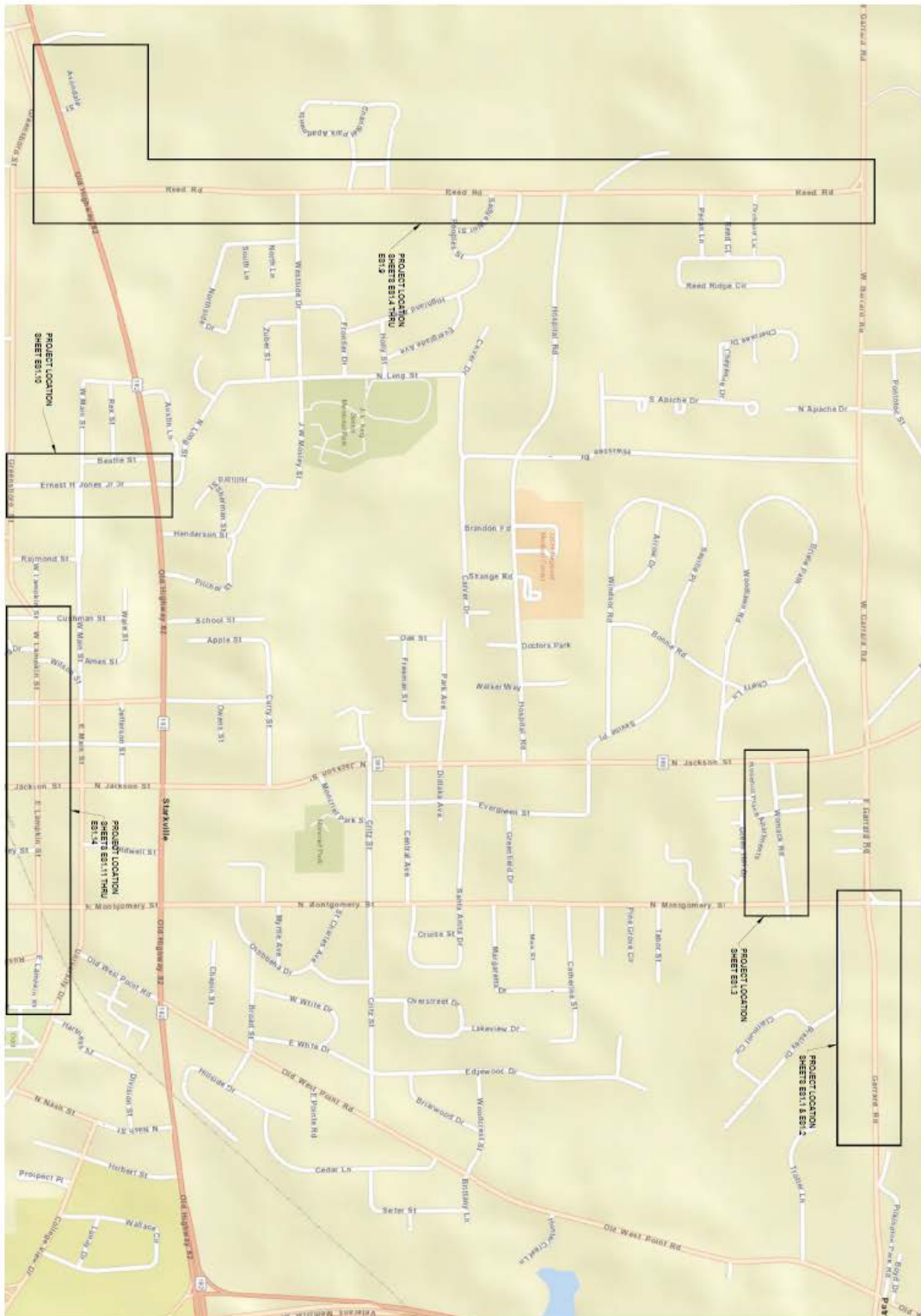
For work covering Construction Engineering Subparts 1, 2, 3, 4, 5, 6, and 7. The LPA agrees to pay the ENGINEER based upon a schedule of rates included in an attached Appendix "A". The maximum amount for engineering supervision is Twenty-Eight Thousand Three Hundred Thirteen Dollars and Seventy Cents (\$28,313.70).

Payment for Construction Engineering will be payable monthly when a proper billing is rendered by the ENGINEER.

V. COVENANT AGAINST CONTINGENT FEES. The ENGINEER warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of the making of this contract, price, or consideration, or otherwise, recover, the full amount of such fee, commission, percentage, brokerage fee, gift or other contingent fee.

VI. OWNERSHIP OF DOCUMENTS. All project document, including tracings, drawings, estimates, specifications, field notes, investigation, studies, etc., as instruments of service shall be the property of the ENGINEER. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in his possession, and shall provide the LPA with one set of reproducible drawings.

VII. CHANGES IN WORK. A Supplemental Agreement may be entered into between the LPA and the ENGINEER to increase the maximum amount payable under this contract for additional labor costs, provided there is a change in scope, character or complexity of the work to be performed. This Supplemental Agreement



LOCATION MAP
SCALE: NONE

20200212.LSK
ES1.0

DATE	BY	REVIEW
01/01/2025	DR	ME
01/01/2025	DR	ME
01/01/2025	DR	ME



**OFF-CORRIDOR 13KV ELECTRICAL
IMPROVEMENTS FOR HIGHWAY 182
REVITALIZATION PROJECT**
STARKVILLE UTILITIES
STARKVILLE, MISSISSIPPI

MARK	DATE	DESCRIPTION
IPC	01/01/2025	ISSUED FOR CONSTRUCTION



MISSISSIPPI DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR ENGINEERING SERVICES

must be approved by the MDOT prior to the performance of additional work by the ENGINEER for which additional reimbursement will be requested.

VIII. SCHEDULE AND EXTENSIONS. Engineering services shall be performed on a reasonable schedule for both the construction contract and the preparation of reports and estimates and final documents. Any delay for submission will be requested by letter to the LPA giving reasons for the request and the approximate date proposed for submission of that data.

IX. TERMINATION OR SUSPENSION. The terms of this contract shall be binding upon the parties hereto until the work has been completed and accepted by the LPA and all payments required to be made to the ENGINEER have been made; but this contract may be terminated under any or all of the following conditions:

- A. By mutual agreement and consent of the parties hereto.
- B. By the LPA as a consequence of the failure of the ENGINEER to comply with the terms, progress or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of the ENGINEER.
- C. By either party upon failure of the other party to fulfill its obligations as set forth in this contract.
- D. By the LPA due to the departure for whatever reasons of any principal member or members of the ENGINEERING FIRM.
- E. By satisfactory completion of all services and obligations described herein.
- F. By the LPA by thirty (30) days notice to the ENGINEER in writing and paying fees which both parties agree are due for completed work.

If termination is made by the LPA under Condition F after work has started, the ENGINEER will be paid for actual services rendered on the basis of their certified and itemized direct payroll cost plus the applicable percentage rates to cover payroll and overhead costs plus direct cost; however, the fixed fee will be adjusted to allow the same percentage of the original agreed upon fixed fee that the amount earned is of the original estimated cost of the work. Upon termination, the ENGINEER shall deliver to the LPA all documents specified in Section VI and the LPA shall pay in full for all work accomplished up to the date of termination, including any retained percentage earned to date. Should the LPA desire to suspend the work, but not definitely terminate the contract, this may be done by thirty (30) days notice given by the LPA in writing to that effect, and the work may be reinstated and resumed in full force and effect upon receipt from the LPA of thirty (30) days notice in writing to that effect.

X. DISPUTES. Any construction disputes will be mediated by the LPA and the ENGINEER and concurred in by the MDOT.

XI. CLAIMS AND LIABILITY. The ENGINEER shall save harmless the LPA from all claims and liability due to his negligent acts, errors or commissions, or the negligent acts, errors or commissions of his sub-contractors, agents, or employees.

XII. GENERAL COMPLIANCE WITH LAWS. The ENGINEER hereby agrees to comply with all Federal, State and Local Laws and Ordinances applicable to the work.

XIII. SUBLETTING, ASSIGNMENT OR TRANSFER OF WORK. The Subletting, Assignment or Transfer of any part of these engineering services, other than the testing of materials, to any other person, firm or engineering, consultant is expressly prohibited.

XIV. EQUAL OPPORTUNITY PROVISIONS. During the performance of this contract, the ENGINEER, for itself, its assignees and successors in interest (hereinafter referred to as the CONTRACTOR) agrees as follows:

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR ENGINEERING SERVICES

- A. Selection of Labor: During the performance of this contract, the contractor shall not discriminate against labor from any other State, possession or territory of the United States.
- B. Employment Practices: If the maximum amount of this contract stipulated in Section IV or any subcontract as a result of this contract is in excess of \$10,000, the contractors and/or subcontractor shall comply with the provisions of Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR 60).
- C. Civil Rights: The contractor or any of his subcontractors shall comply with Title VI of the Civil Rights Act of 1964, as amended, and with the provisions of 49 CFR 21 through Appendix H and 23 CFR 710.405 (b).

XV. MINORITY BUSINESS ENTERPRISES:

- A. Policy. It is the policy of the (United States) Department of Transportation (DOT) that minority business enterprises as defined in 49 CFR, Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal Funds under this agreement. Consequently, the MBE requirements of 49 CFR, Part 23 apply to this agreement.
- B. MBE Obligation. The LPA and the ENGINEER agree to ensure that minority business enterprises as defined in 49 CFR, Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard the LPA and ENGINEER shall take all necessary and reasonable steps in accordance with 49 CFR, part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. The LPA and ENGINEER shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.
- C. The LPA shall advise each ENGINEER that failure to carry out the requirements set forth in Section 23.43 (a) shall constitute a breach of contract and, after the notification of the (DOT), may result in termination of the Contract by the LPA or such remedy as the OWNER deems appropriate.

XIV. RE-NEGOTIATION. If a work order to commence construction has not been issued to the construction contractor within 12 months from the date of this contract, the fees specified in Item IV, Compensation, are subject to revision.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR ENGINEERING SERVICES

I hereby certify that I am the duly authorized representative of the ENGINEERING FIRM for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm, company, or person, other than a bona fide employee working solely for me of the aforementioned firm, to solicit or secure this agreement, or

(b) agreed, as an express or implied condition for obtaining the award of this agreement, to employ or retain the services of any firm, or person in connection with the carrying out of the agreement, or

(c) paid, or agreed to pay, to any firm, company, organization, or person, other than a bona fide employee working solely for me or the aforementioned firm, any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this certificate is to be furnished to the Mississippi Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with the aforementioned project involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

SO CERTIFIED this ____ day of _____, 20____.

Atwell & Gent, P.A.

BY: _____
Jeffrey Atwell, P.E.

ATTEST: _____

My Commission Expires: _____

Notary

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR ENGINEERING SERVICES

CERTIFICATION OF THE LPA

I hereby certify that I am the Mayor, duly authorized by the LPA to execute this certification and that the above ENGINEERING FIRM or its representative has not been required, directly or indirectly, as an express or implied condition with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, firm or person, or
- (b) pay, or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind except as herein expressly stated (if any).

SO CERTIFIED this _____ day of _____, 20_____.

City of Starkville

BY: _____
Lynn Spruill, Mayor

The OWNER and the ENGINEER each binds himself, his partners, successors, executors, administrators and assigns to the ether party to this AGREEMENT, and to the partners, successors, executors, administrators and assigns of each party in respect of all covenants of this AGREEMENT.

BY: _____

DATE: _____

BY: _____

DATE: _____

This agreement between the LPA and the ENGINEER shall become effective and binding as of the date signed on behalf of City of Starkville.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR ENGINEERING SERVICES

Appendix "A"

ESTIMATED COST

PROJECT NO. FBLD-7113-00(004) / 108418-822000

Estimated time and labor costs for the various classifications of personnel:

Classification	Actual Hourly Rate	Overhead Cost	Profit (12%)	Total Hourly Rate	Estimated Number of Hours	Estimated Costs
Principal	\$63.30	\$71.01	\$16.12	\$150.43	40 Hours	\$6,017.20
Senior Engineer	\$57.80	\$64.84	\$14.72	\$137.36	0 Hours	\$0.00
Engineer I	\$45.00	\$50.48	\$11.46	\$106.94	0 Hours	\$0.00
Engineer II	\$32.90	\$36.91	\$8.38	\$78.18	0 Hours	\$0.00
Engineering Tech.	\$42.60	\$47.79	\$10.85	\$101.24	200 Hours	\$20,248.00
Senior Cad Tech.	\$31.10	\$34.89	\$7.92	\$73.91	20 Hours	\$1,478.20
Office Manager	\$24.00	\$26.92	\$6.11	\$57.03	10 Hours	\$570.30
*Home Office Overhead=112.18%						
**Field Office Overhead=N/A						

CONSTRUCTION ENGINEERING

Principal	\$6,017.20
Engineering Tech.	\$20,248.00
Senior Cad Tech.	\$1,478.20
Office Manager	\$570.30

SUBTOTAL ESTIMATED \$28,313.70

CONSTRUCTION ENGINEERING

Direct Cost

0 Trips @ 0 mi/trip @ \$0.56/mi \$0.00

TOTAL ESTIMATED
ENGINEERING COST \$28,313.70

NOTES: Overhead Rates have been approved by the MDOT



engineers
planners
surveyors
environmental
scientists
landscape
architects

NEEL-SCHAFER STANDARD CHANGE ORDER FORM

CHANGE ORDER NO. 1

Project Number: ERBR-53-420(01) (NSI # 15526)
Project Title: Old West Point Road Bridge Replacement
Location: Starkville, MS

Contract Date: 3/19/21

Original Contract Sum:	<u>\$878,096.26</u>
Net Change by Previous Change Orders:	<u>\$0.00</u>
Contract Sum Prior to this Change Order:	<u>\$878,096.26</u>
Contract Sum Increase/Decrease/Unchanged :	
by this Change Order:	<u>(\$24,831.61)</u>
New Contract Sum including this Change Order:	<u>\$853,264.66</u>

Original Notice to Proceed Start Date:	<u>7/1/2021</u>
Original Contract Time:	<u>180 Calendar Days</u>
Net Change by Previous Change Orders:	<u>0 Calendar Days</u>
Contract Time Prior to this Change Order:	<u>180 Calendar Days</u>
Contract Time Increase/Decrease/Unchanged :	
by this Change Order	<u>0 Calendar Days</u>
New Contract Time including this Change Order:	<u>180 Calendar Days</u>
New Completion Date:	<u>1/1/2022</u>

Professional: Neel-Schaffer Inc.

By: [Signature]

Name & Title: Kevin Stafford, PE, Vice President

Date: 2/13/22

Contractor: Phillips Contracting, Inc

By: [Signature]

Name & Title: Tyler Shepherd, Project Manager

Date: 2/14/22

Owner: City of Starkville

By: [Signature]

Name & Title: D. L. Pruitt Mayor

Date: 2-2-22

NEEL - SCHAFFER CHANGE ORDER COST JUSTIFICATION

Change Order Request Number: 1 - FINAL

Date: 2/13/22
Project Name: Old West Point Road Bridge Replacement
Description: Final Over/Under Change Order

Change Order Request Total from Below **-\$24,831.61**

Days Requested for Extension: 0

Pay Item No.	Item of Work	Bid Qty	Unit	Unit Price	Bid Total Amount	Final Qty	Record Final Amount	Record Final Add/Credit
CO1	Additional Pile Length	0	LS	\$7,078.40	\$0.00	1.00	\$7,078.40	\$7,078.40
CO2	Roadside Ditch Addition	0	LS	\$1,000.00	\$0.00	1.00	\$1,000.00	\$1,000.00
216-A001	Solid Sodding, Bermuda	234	SY	\$ 7.00	\$1,638.00	289.00	\$2,023.00	\$385.00
403-A003	12.5mm ST Asphalt Pavement	200	Ton	\$ 162.50	\$32,500.00	164.09	\$26,664.63	(\$5,835.38)
403-A015	9.5mm ST Asphalt Pavement	90	Ton	\$ 175.00	\$15,750.00	85.51	\$14,964.25	(\$785.75)
406-D001	Fine Milling of Bituminous Pavement, All Depths	4,625	SY	\$ 1.00	\$4,625.00	441.30	\$441.30	(\$4,183.70)
603-HDPE	24" HDPE including FES	40	LF	\$ 100.00	\$4,000.00	20.00	\$2,000.00	(\$2,000.00)
815-A006	Rip Rap, 200lb	1,292	Ton	\$ 54.00	\$69,768.00	947.30	\$51,154.20	(\$18,613.80)
815-B50	Rip Rap, 50lb	76	Ton	\$ 57.00	\$4,332.00	44.66	\$2,545.62	(\$1,786.38)
815-E001	Geotextile Under Rip Rap	1,545	SY	\$ 5.00	\$7,725.00	1,527.00	\$7,635.00	(\$90.00)
	Total							(\$24,831.61)

NEEL-SCHAFFER
STANDARD CHANGE ORDER FORM (Page 2)CHANGE ORDER NO. 1PROJECT NO. 15526**Change Order Description:**

All the provisions of the Original Contract not specifically changed by this Change Order remain the same. The Contractor is directed to make the following changes in this Contract:

1. CO1 - Field directive to add 5' of length to each pile for a total length of 25'.
2. CO2 - Field directive to add roadside ditch and remove existing pipe length to achieve positive drainage.
3. Standard adjustment in final material quantities for final unit price contract closeout.

Change Order Justification:

1. Change in length of pile materials were required to gain bearing capacity for structural design loads. The initial test pile was used to determine the additional need.
2. The existing roadside driveway and culvert alignment conflicted with the new bridge and roadway realignment, so modifications to the pipe and roadside ditch were required to achieve positive drainage to the channel. The required adjustment was not part of the original plan earthwork.
3. Final over/under quantity balance for final closeout.

As Requested By:**The Owner****The Professional****The Contractor**



CITY OF STARKVILLE- SPORTSPLEX DRAINAGE IMPROVEMENTS

Bid Tabulation
March 1, 2022

Base Bid				Weathers Construction				JE Shurden Construction, LLC				McKee Construction, Inc.				TM Productions, LLC				DNA Underground, LLC				Gregory Construction			
Item No.	Description	Estimated Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension				
907-201-F	Tree Protection	9.0	EA	\$ 94.05	\$ 846.45	\$ 150.00	\$ 1,350.00	\$ 75.00	\$ 675.00	\$ 250.00	\$ 2,250.00	\$ 1,200.00	\$ 10,800.00	\$ 430.00	\$ 3,870.00												
907-202-B	Removal of Pipe (4"-18")	2975.0	LF	\$ 9.37	\$ 27,875.75	\$ 6.80	\$ 20,230.00	\$ 4.25	\$ 12,643.75	\$ 10.00	\$ 29,750.00	\$ 12.00	\$ 35,700.00	\$ 9.00	\$ 26,775.00												
907-202-B	Removal of Pipe (20"-36")	693.0	LF	\$ 10.08	\$ 6,985.44	\$ 10.00	\$ 6,930.00	\$ 5.85	\$ 4,054.05	\$ 10.00	\$ 6,930.00	\$ 14.00	\$ 9,702.00	\$ 10.00	\$ 6,930.00												
907-202-B	Removal of Sidewalks	33.3	SY	\$ 40.42	\$ 1,345.99	\$ 100.00	\$ 3,330.00	\$ 30.00	\$ 999.00	\$ 10.00	\$ 333.00	\$ 18.00	\$ 599.40	\$ 75.00	\$ 2,497.50												
907-202-C	Saw Cut Concrete (all thicknesses)	60.0	LF	\$ 3.81	\$ 228.60	\$ 40.00	\$ 2,400.00	\$ 10.00	\$ 600.00	\$ 16.00	\$ 960.00	\$ 12.00	\$ 720.00	\$ 24.00	\$ 1,440.00												
907-203-EX	Borrow Material (AH)(PM)	488.6	CY	\$ 50.57	\$ 24,708.50	\$ 31.50	\$ 15,390.90	\$ 21.00	\$ 10,260.60	\$ 25.00	\$ 12,215.00	\$ 40.00	\$ 19,544.00	\$ 38.00	\$ 18,566.80												
216-B	Solid Sodding, Bermuda Grass	660.0	SY	\$ 7.58	\$ 5,002.80	\$ 5.23	\$ 3,451.80	\$ 6.50	\$ 4,290.00	\$ 5.50	\$ 3,630.00	\$ 17.00	\$ 11,220.00	\$ 6.00	\$ 3,960.00												
225-A	Grassing	685.0	SY	\$ 1.59	\$ 1,089.15	\$ 0.75	\$ 513.75	\$ 3.25	\$ 2,226.25	\$ 19.00	\$ 13,015.00	\$ 6.00	\$ 4,110.00	\$ 13.00	\$ 8,905.00												
234-A	Temporary Silt Fence	2000.0	LF	\$ 5.37	\$ 10,740.00	\$ 3.50	\$ 7,000.00	\$ 6.00	\$ 12,000.00	\$ 5.00	\$ 10,000.00	\$ 10.00	\$ 20,000.00	\$ 5.00	\$ 10,000.00												
237-A	Wattles, 20"	1000.0	LF	\$ 5.98	\$ 5,980.00	\$ 5.25	\$ 5,250.00	\$ 4.75	\$ 4,750.00	\$ 4.50	\$ 4,500.00	\$ 11.00	\$ 11,000.00	\$ 5.37	\$ 5,370.00												
907-304-K	Size 57 Stone (PM)	180.5	CY	\$ 194.55	\$ 35,116.28	\$ 81.60	\$ 14,728.80	\$ 145.00	\$ 26,172.50	\$ 85.00	\$ 15,342.50	\$ 95.00	\$ 17,147.50	\$ 78.00	\$ 14,079.00												
907-304-L	Construction Entrance	1.0	LS	\$ 9,928.00	\$ 9,928.00	\$ 8,324.10	\$ 8,324.10	\$ 7,200.00	\$ 7,200.00	\$ 2,500.00	\$ 2,500.00	\$ 15,000.00	\$ 15,000.00	\$ 7,400.00	\$ 7,400.00												
907-603-PE-C	12" High Performance (HP) Pipe	690.0	LF	\$ 21.27	\$ 14,676.30	\$ 25.00	\$ 17,250.00	\$ 36.00	\$ 24,840.00	\$ 19.00	\$ 13,110.00	\$ 35.00	\$ 24,150.00	\$ 39.00	\$ 26,910.00												
907-603-PE-C	15" High Performance (HP) Pipe	795.0	LF	\$ 21.08	\$ 16,758.60	\$ 28.25	\$ 22,458.75	\$ 36.50	\$ 29,017.50	\$ 19.00	\$ 15,105.00	\$ 36.00	\$ 28,620.00	\$ 41.00	\$ 32,595.00												
907-603-PE-C	18" High Performance (HP) Pipe	1490.0	LF	\$ 21.11	\$ 31,453.90	\$ 31.00	\$ 46,190.00	\$ 37.00	\$ 55,130.00	\$ 20.00	\$ 29,800.00	\$ 37.00	\$ 55,130.00	\$ 40.00	\$ 59,600.00												
907-603-PE-C	24" High Performance (HP) Pipe	240.0	LF	\$ 24.41	\$ 5,858.40	\$ 38.00	\$ 9,120.00	\$ 45.00	\$ 10,800.00	\$ 20.00	\$ 4,800.00	\$ 40.00	\$ 9,600.00	\$ 44.00	\$ 10,560.00												
907-603-PE-C	30" High Performance (HP) Pipe	138.0	LF	\$ 32.31	\$ 4,458.78	\$ 41.50	\$ 5,727.00	\$ 49.00	\$ 6,762.00	\$ 40.00	\$ 5,520.00	\$ 43.00	\$ 5,934.00	\$ 47.00	\$ 6,486.00												
907-603-PE-C	36" High Performance (HP) Pipe	315.0	LF	\$ 22.77	\$ 7,172.55	\$ 46.00	\$ 14,490.00	\$ 54.00	\$ 17,010.00	\$ 45.00	\$ 14,175.00	\$ 47.00	\$ 14,805.00	\$ 50.00	\$ 15,750.00												
907-604-C	Area Inlet (including grate and frame) - all sizes	1.0	EA	\$ 7,423.00	\$ 7,423.00	\$ 1,993.00	\$ 1,993.00	\$ 5,200.00	\$ 5,200.00	\$ 7,500.00	\$ 7,500.00	\$ 4,500.00	\$ 4,500.00	\$ 7,200.00	\$ 7,200.00												
907-607-C	Remove and Replace Existing Fence	60.0	LF	\$ 42.55	\$ 2,553.00	\$ 21.45	\$ 1,287.00	\$ 100.00	\$ 6,000.00	\$ 25.00	\$ 1,500.00	\$ 100.00	\$ 6,000.00	\$ 65.00	\$ 3,900.00												
907-608-C	Concrete Sidewalk (4" thick) (w/fiber reinforcement)	33.3	SY	\$ 84.64	\$ 2,818.51	\$ 31.50	\$ 1,048.95	\$ 115.00	\$ 3,829.50	\$ 75.00	\$ 2,497.50	\$ 105.00	\$ 3,496.50	\$ 250.00	\$ 8,325.00												
620-A	Mobilization	1.0	LS	\$ 2,345.00	\$ 2,345.00	\$ 24,138.73	\$ 24,138.73	\$ 9,450.00	\$ 9,450.00	\$ 85,000.00	\$ 85,000.00	\$ 34,000.00	\$ 34,000.00	\$ 106,000.00	\$ 106,000.00												
815-A	Loose Riprap, Size 200#	7.2	SY	\$ 230.84	\$ 1,662.05	\$ 95.52	\$ 687.74	\$ 235.00	\$ 1,692.00	\$ 208.00	\$ 1,497.60	\$ 250.00	\$ 1,800.00	\$ 407.00	\$ 2,930.40												
Base Bid Subtotal:					\$ 227,027.04		\$ 233,290.52		\$ 255,602.15		\$ 281,930.60		\$ 343,578.40		\$ 390,049.70												
Alternate 1				Extension				Unit Price				Extension				Unit Price				Extension							
Item No.	Description	Estimated Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension												
907-604-C	Area Inlet (including grate and frame) - all sizes	25.0	EA	\$ 540.98	\$ 13,524.50	\$ 2,419.00	\$ 60,475.00	\$ 4,935.00	\$ 123,375.00	\$ 3,800.00	\$ 95,000.00	\$ 3,600.00	\$ 90,000.00	\$ 7,300.00	\$ 182,500.00												
Alternate 1 Subtotal:					\$ 13,524.50		\$ 60,475.00		\$ 123,375.00		\$ 95,000.00		\$ 90,000.00		\$ 182,500.00												
Base Bid + Alternate 1 Total:					\$ 240,551.54		\$ 293,765.52		\$ 378,977.15		\$ 376,930.60		\$ 433,578.40		\$ 572,549.70												
LOW BID																											

13. CONSIDERATION FOR SFD TO ENTER INTO A MUTUAL AID AGREEMENT WITH OKTIBBEHA COUNTY FIRE DEPT/ EMS, TO PROVIDE AND RECEIVE MUTUAL AID WHEN CALLED UPON.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to enter into a Mutual Aid Agreement with Oktibbeha County Department / EMS to provide and receive mutual aid when called upon” is enumerated, this consent item is thereby approved.

14. CONSIDERATION FOR FIRE MARSHAL MARK MCCURDY AND FIRE INSPECTOR JONATHAN WADE TO TRAVEL TO OXFORD, MS TO ATTEND THE 2022 MFIA SPRING SEMINAR – (THE GRADUATE HOTEL) ON APRIL 5 – 9, 2022 AT AN APPROXIMATE COST OF \$2,000 (HOTEL, REGISTRATION AND MEALS).

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval for Fire Marshal Mark McCurdy and Fire Inspector Jonathan Wade to travel to Oxford, MS to attend the 2022 MFIA Spring Seminar – (The Graduate Hotel) on April 5 – 9, 2022 at an approximate cost of \$2,000 (hotel, registration and meals)” is enumerated, this consent item is thereby approved.

15. CONSIDERATION TO HIRE JEREMY RANDLE AS A MAINTENANCE WORKER 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 March 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of to hire Jeremy Randle as a Maintenance Worker in the Sanitation & Environmental Services Department” is enumerated, this consent item is thereby approved.

16. CONSIDERATION TO ACCEPT LOWEST AND / OR STATE CONTRACTED PRICES FOR CORNERSTONE EQUIPMENT WHICH INCLUDES 1 SCAG SPRAY/SPREADER AT STATE CONTRACTED PRICING, (2) X MARK MOWERS AT STATE CONTRACTED PRICING, 1 DUMP TRAILER WITH COVER, 1 JOHN DEERE GATOR AT STATE CONTRACTED PRICING.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to accept best, lowest, and or state contracted prices for Cornerstone equipment which includes 1 Scag spray/spreader at State Contracted Pricing, (2) X Mark Mowers at State contracted pricing, 1 dump trailer with cover, 1 John Deere Gator at state contracted pricing” is enumerated, this consent item is thereby approved.

COOP - Total: \$78093.40

- (1) Scag Turf Storm Sprayer/spreader (state contracted #82000055864) \$13,550.000 per
- (2) Exmark Lazer X-Series 96 in Mowers (state contracted #8200055825) \$28,399.20 per
- (1) Dump Trailer with cover \$7745.00

John Deere Wade - John Deere Gator TX (state contracted #8200055711) \$7689.32 per

KitchenRestock - Total: \$34,995.35

- (2) Reach in Freezers - \$2599.00 per , (1) Reach in Refrigerator \$1549.00 per, (1) Ice Storage \$3922.00 per, (1) Ice Cube Maker \$3229.00 per, (1) Electric Countertop Griddle \$2015.13 per, (1) Beverage Dispenser \$222.28 per, (1) Beverage Server \$147.99 per, (1) Compartment Sink - \$909.39 per, (1) handwashing/eye Sink - \$604.50 per, (2) Tables - \$551.98 per, (4) Tables - \$788.94 per, (1) Snow Cone Machine - \$666.08, (1) Counter top food warmer - \$2554.20, (1) Popcorn Machine - \$987.91

**INTERLOCAL COOPERATIVE AND MUTUAL AID AGREEMENT
BETWEEN
STARKVILLE, MISSISSIPPI
AND
OKTIBBEHA COUNTY, MISSISSIPPI
FOR THE PROVISION OF FIRE AND EMERGENCY RESPONSE SERVICES**

This **INTERLOCAL COOPERATIVE AGREEMENT** ("Agreement") is executed by and between **STARKVILLE, MISSISSIPPI** (the "City"), and **OKTIBBEHA COUNTY, MISSISSIPPI** (the "County"), sometimes collectively the "Parties" or independently a "Party."

WITNESSETH:

WHEREAS, Miss. Code Ann. §17-13-7 authorizes all local governmental units of the State to enter into written contractual agreements with one another for joint or cooperative action to provide services and facilities.

WHEREAS, the County and City are authorized to enter into this Agreement pursuant to Mississippi Code Annotated §17-13-7, and the County and City may independently exercise the power, authority and responsibility to engage in the functions and perform the services outlined below.

WHEREAS, the County is authorized to establish a fire department and have it act as an arm of the County government to provide fire protection and emergency response services in the County. Miss. Code Ann. §19-5-97

WHEREAS, the City is authorized to establish a fire department to provide fire protection and emergency response within the City and beyond if necessary. Miss. Code Ann. §§ 21-25-3, 21-25-5.

WHEREAS, the Mississippi Attorney General has repeatedly opined that county and municipal fire departments may work together to provide mutual aid response to fires and emergencies in the City and County upon request. MS AG Op. Nowak (April 4, 2006); MS AG Op. Clements (April 5, 2002).

WHEREAS, the County and City desire to enter into an Interlocal Agreement for the purpose for providing mutual aid for fire and emergency response in the City and County, when needed and called upon by the entity with primary jurisdiction.

WHEREAS, the Parties desire to work in coordination and cooperation with each other in a government-to-government relationship for their mutual benefit; and

NOW, THEREFORE, in consideration of the covenants and promises set forth herein, and other good and valuable consideration, the Parties do hereby agree as follows:

I. PURPOSE

The purpose of this Interlocal Agreement is to establish a framework and protocol for the provision of mutual aid response to fire and other emergencies in the City and County.

II. TERM

The Term of this Agreement shall commence on March 1, 2022, pending approval of this Agreement by the Mississippi Attorney General, and continue for a period of one year, after which time it will automatically renew for successive one-year Terms, unless terminated by either party with written notice to the other of its intent to do so, such notice being made not less than ninety (90) days prior to the end of the Term.

III. PROVIDERS

The providers of the contemplated services shall be the Starkville Fire Department, on behalf of the City, and the Oktibbeha County Fire Department / Oktibbeha County Fire Association, on behalf of the County.

IV. ADMINISTRATION AND RESPONSIBILITIES OF THE PARTIES

- A. Upon either Party's request, and at any time during the Term of this Agreement, the other Party shall render aid to the requesting Party in the form of its own firefighting/EMS personnel and equipment for the purpose of supplementing and rendering additional aid to the requesting Party in its response to fires, accidents, EMS calls, mass casualties and any other similar firefighting or EMS needs.
- B. The Parties agree that each shall respond without any cost, charge or financial assessment to the other.
- C. The Parties agree to each maintain separate and adequate policies of liability insurance, in amounts mutually agreeable to the other, and to provide proof of such insurance to the other upon request at any time during the Term.
- D. Each Party shall be responsible for its own liabilities, errors, acts and omissions while in the course of rendering aid to the other. "In the course of rendering aid to the other" shall be construed in the broadest sense possible and shall include, without limitation:
 - (i) activities while on the scene of the incident;
 - (ii) travel to and from the scene of the incident;
 - (iii) travel to and from a hospital or medical facility in furtherance of patient transport from the scene of the incident; and
 - (iv) travel to and from either party's fire station/EMS facility and its members' residences, places of employment or any other such locations.
- E. Notwithstanding the foregoing, each Party shall have the right to directly charge and bill any person, or such person's insurance carrier, for EMS services provided on a mutual aid incident scene or in conveyance to a medical facility therefrom.

- F. The requesting Party shall assume control over the operations of the mutual aid incident scene. However, it shall be each Party's responsibility to maintain the safety of its own personnel and others at the scene or within its immediate vicinity. Upon response to the mutual aid incident scene, the responding Party shall be subordinate to, cooperate with, and follow all reasonable orders from the fire chief or other person in charge of the scene.
- G. Either Party may decline a request for mutual aid, if in the best judgment and discretion of the responding Party's fire chief or other ranking officer in charge at the time, the safety of the responding Party's own jurisdiction's inhabitants would be excessively compromised or otherwise put in unwarranted jeopardy. In the event of such decision, the responding Party shall immediately notify the requesting party of its decision and shall assist the requesting party in summoning assistance of other service providers, if practical or feasible.
- H. This Agreement shall not be construed as creating a partnership, cooperative or joint venture, separate entity, or administrative body, and each party shall maintain its own autonomous status. This Agreement, while intended to be invoked freely and without reservation in the case of actual need for additional manpower and/or equipment exceeding the normal capabilities of either Party's firefighting or EMS resources, shall not be invoked casually or as a frequent or primary response to the requesting Party's own fire/EMS calls.

V. EFFECTIVE DATE & DURATION

Pursuant to Mississippi Code Annotated §17-13-11, this Interlocal Agreement will not become effective until it has been approved by the Attorney General's Office and has been filed with the Chancery Clerk and the Secretary of State. This agreement will remain in effect until amended or terminated by the parties as provided herein.

VI. AMENDMENTS

This Interlocal Agreement may only be amended in writing as mutually agreed upon by the Parties.

VII. SEVERABILITY

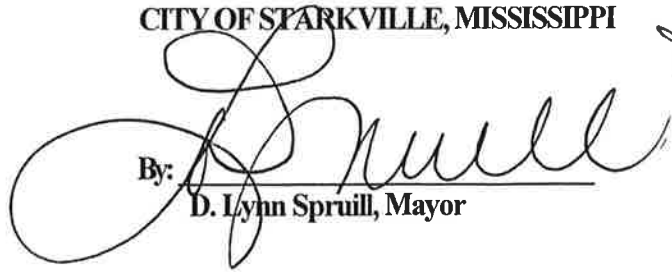
Should any provisions of this Agreement be found to be unconstitutional, or otherwise be contrary to the laws of the State of Mississippi or the United States of America, to the extent that it is reasonably possible to do so, the remainder of this Agreement shall remain in full force and effect.

VIII. AUTHORITY

Authority for this Agreement has been granted by the Mississippi Legislature pursuant to Section 17-13-7 of the Mississippi Code.

SO EXECUTED AND AGREED THIS 1st DAY OF MARCH ²⁰²²~~2020~~.

CITY OF STARKVILLE, MISSISSIPPI

By: 
D. Lynn Spruill, Mayor

OKTIBBEHA COUNTY, MISSISSIPPI

By: 
Bricklee Miller, Board of Supervisors President

17. CONSIDERATION TO ACCEPT BEST AND LOWEST QUOTES FOR THE SPORTSPLEX BATHROOM RENOVATION PROJECT THAT INCLUDES MIRRORS, HAND DRYERS, PICNIC TABLES, TRASH CANS, 3 COMPARTMENT SINKS, HAND/EYE WASHING STATION, FOOD GRADE TABLES AND A POPCORN MACHINE IN AN AMOUNT NOT TO EXCEED \$25,000.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to accept best and lowest quotes for the Sportsplex Bathroom Renovation Project that includes Mirrors, Hand Dryers, Picnic Tables, Trash Cans, 3 Compartment Sinks, Hand/Eye washing station, Food Grade Tables and a popcorn Machine in an amount not to exceed \$25,000.00” is enumerated, this consent item is thereby approved.

Amazon Order

- (15) Mirrors - \$47.95 per
 - (6) Dryers - \$127.30 per
- Total: \$1,483.05

Uline Order

- (3) Picnic Tables 8 Foot ADA - \$830.00 per
 - (3) Picnic Tables 6 Foot - \$800.00 per
- Total: \$5,162.86

Trashcanwarehouse.com

- (8) 55-gallon Trash Can - \$800 per
- Total: \$6,900.00

KitchenRestock Order

- (3) Compartment Sink - \$909.39 per
 - (3) handwashing/eye Sink - \$604.50 per
 - (3) Tables - \$551.98 per
 - (3) Tables - \$788.94 per
 - (1) Popcorn Machine - \$987.91
- Total: \$11,059.82

18. CONSIDERATION TO ACCEPT THE AMENDED CORNERSTONE PRE-OPENING BUDGET.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to accept the amended Cornerstone Pre-Opening budget” is enumerated, this consent item is thereby approved. The amended budget appears on the following page.

19. CONSIDERATION OF THE CHANGE ORDER FOR T & M STEEL FOR CORNERSTONE CONSTRUCTION PROJECT IN THE AMOUNT OF \$103,120.00 TO BE TAKEN FROM THE PROJECT CONTINGENCY FUND.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the change order for T & M Steel for Cornerstone electrical project in the amount of \$103,120.00 to be taken from the project contingency fund” is enumerated, this consent item is thereby approved. The change order appears after the amended budget.

CSP Pre-Opening Budget Proposal

As of 02.18.2022

FY2021-FY2022	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Pre-Launch Professional Services	\$ 15,000.00	\$ -	\$ 10,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00	\$ 5,000.00	\$ -	\$ 8,750.00	\$ -	\$ 8,750.00	\$ -	\$ 82,500.00
Permits and Extensions	\$ -	\$ -	\$ -	\$ -	\$ 7,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,500.00
Presentation Materials	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ 7,500.00
Operating & Office Supplies	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00	\$ 1,500.00	\$ 10,000.00	\$ 5,000.00	\$ 2,500.00	\$ 5,000.00	\$ -	\$ -	\$ 34,000.00
Pre-Opening Management Fee	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 272,000.00
Management Company Travel	\$ -	\$ -	\$ 1,000.00	\$ -	\$ -	\$ 1,500.00	\$ 2,000.00	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 2,500.00	\$ 9,500.00
Payroll Expense Payroll Tax	\$ -	\$ 5,000.00	\$ 5,920.00	\$ 5,920.00	\$ 5,920.00	\$ 5,920.00	\$ 5,920.00	\$ 5,920.00	\$ 5,920.00	\$ 5,920.00	\$ 5,920.00	\$ 5,920.00	\$ 64,200.00
Tournament & Event Bus. Dev.	\$ -	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ 10,000.00	\$ -	\$ -	\$ 35,000.00
Pre-Opening Marketing	\$ 5,000.00	\$ -	\$ 10,000.00	\$ -	\$ 5,000.00	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00	\$ 8,333.00	\$ -	\$ -	\$ 48,333.00
Grand Opening	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000.00	\$ -	\$ 15,000.00
Pre-Salaries and Wages	\$ -	\$ 35,553.90	\$ 35,553.91	\$ 35,553.91	\$ 35,553.91	\$ 35,553.91	\$ 35,553.91	\$ 35,553.91	\$ 35,553.91	\$ 35,553.91	\$ 35,553.91	\$ 35,553.91	\$ 390,895.00
Supplies and Services	\$ -	\$ -	\$ -	\$ 416.67	\$ 416.67	\$ 416.67	\$ 416.67	\$ 416.67	\$ 416.67	\$ 416.67	\$ 416.67	\$ 416.67	\$ 3,750.03
Interest Expense	\$ -	\$ -	\$ -	\$ -	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 6,666.64
Repairs and Maintenance (FFE)	\$ -	\$ -	\$ -	\$ -	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 38,500.00
Utilities	\$ -	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 24,000.00
Insurance Expenses	\$ 1,388.84	\$ 1,388.83	\$ 1,388.84	\$ 1,388.83	\$ 1,388.84	\$ 1,388.83	\$ 1,388.84	\$ 1,388.83	\$ 1,388.83	\$ 1,388.83	\$ 1,388.83	\$ 1,388.83	\$ 16,666.00
Staff Recruitment & Relocation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Business Licenses and Permits	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 10,000.00
Bank Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contingency @15%													
Total													\$ 1,066,010.67

T & M Steel Erectors, Inc

General Contracting

P O Box 2305 Columbus, MS 39704 662-328-2860* FAX 662-328-2889*

*officetmsteel@gmail.com *

February 14, 2022

Sam Henry
Dt Design Studio
6465 N. Qual Hollow, Suite 401
Memphis, TN 38120

RE: Cornerstone Electrical Change Order Proposal
Cornerstone

Please see the attached Scope of Work as described by Kevin Gordon of Doss Electric.
We believe this will enable us to move forward with a complete Electrical System.

Based on this scope the price for this change is: **\$ 103,120.00**

Please add thirty (30) days to the contract time.

Respectfully Submitted,

Tom Sneed

Tom Sneed
Construction Manager



EDC DOSS ELECTRIC, LLC

14 February, 2022

T&M Steel – Mr Tom Sneed
Cornerstone Phase 2/3 Co-ordination

Mr Sneed,

We will provide labor, materials and equipment to complete the following items:

- 1- Provide Panel HV (qty. 3) and Panel HV-Power (qty. 1) including breakers and install these as directed in the Phase 3 documents. These panels will be provided as described in the phase 3 electrical sheets, approval of design will be by submittal process. The panel enclosures (cans) will be ordered immediately to allow the site to proceed. We intend to gather these cans manually from multiple sites if an extended lead time becomes an issue.
- 2- The HV panels will include ARC flash labels and a co-ordination study. The fault current data has been provided by 4CEPA and the ratings of all panelboards will be co-ordinated with this information. The available fault current reported is 15KAIC.
- 3- Furnish and install metering provisions, service entrance conduits and wire to connect the HV systems to sources (4CEPA Transformer).
- 4- Provide and install system grounding as directed by the phase 3 documents.
- 5- Install MUSCO Lighting and camera panels as directed. These enclosures are currently on site and ready to be placed. This will include all line side wire and conduits to energize the systems as directed by the phase 3 documents with co-ordination from SEC. There is no field wire or cable included in this installation, all raceways required to connect the load side of this equipment will be in place and identified.
- 6- Panel HV-Power will be installed in Quad C in place of the ECB Main shown on the phase 2 drawing. This will provide access to power for field irrigation and pumps that were not included in the phase 2 documents. A conduit will be placed for entrance to Quad C, no wire or conduit is included beyond the perimeter of Quad C.
- 7- Control of the sidewalk and parking lot lighting is available in the MUSCO control system. We will expose the conduits that exit the building for access by others, there may be some conduits serving the parking lot and sidewalks tied into the wrong conduit. Conduits were placed to serve these loads from the MUSCO system and the counts appear correct. If this does not become the case, we will provide a lighting contactor and branch circuits as needed to serve these loads or re-route the circuits to the appropriate panel within the electric room of each Quad.
- 8- During the slab rough-in, the T-ball field lighting was expected to be served from another source. There are no conduits in the MUSCO panel at this time to serve the T-ball field lighting, we will provide cutting and placement of conduits to the exterior of the Quad for these loads.



EDC DOSS ELECTRIC, LLC

- 9- We will co-ordinate with 4CEPA to complete the service entrance system and establish service. There are no fees from 4CEPA included in this proposal.

Upon acceptance of this proposal we will begin installation of any on-site materials provided by others, locate the in-grade existing conduits and continue installation as equipment arrives.

At this time we have a cost proposal from Square D and Eaton. The Square D proposal provides a 14 day lead time on the panels and cans but when you access the production website there is currently a back order of 309 cans. The Eaton proposal provides a 15 week lead time on the panels including cans but they expect to ship the cans earlier. We have elected to use Square D as the source of supply for this project.

We have located cans from other sources that can be picked up separately if required which will allow the project to proceed.

I have made an effort to cover all remaining items missed in the transition of these projects, if you are aware or become aware of anything else that may come up please let me know as soon as possible to avoid additional delay.

Thanks for the opportunity,

Kevin Gordon

20. CONSIDERATION TO TRANSFER 3 WATER DIVISION VEHICLES TO THE STREET DEPARTMENT: 2005 GMC SIERRA (#106) VIN ENDING IN 1632, 2003 STERLING JET TRUCK (#133), VIN ENDING IN 0908, AND 2021 DODGE RAM 4500 (#195) VIN ENDING IN 6357.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to transfer 3 Water Division vehicles to the street department: 2005 GMC Sierra (#106) vin ending in 1632, 2003 Sterling jet truck (#133), vin ending in 0908, and 2021 Dodge Ram 4500 (#195) vin ending in 6357” is enumerated, this consent item is thereby approved.

21. CONSIDERATION TO DECLARE THE WATER DIVISION 2005 GMC SIERRA (#169), VIN NUMBER ENDING IN 5757 AS SURPLUS AND TO AUCTION ON GOVDEALS AND AUTHORIZATION TO PURCHASE AN EQUIVALENT VEHICLE REPLACEMENT FROM STATE CONTRACT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to declare the Water Division 2005 GMC Sierra (#169), vin number ending in 5757 as surplus and to auction on GovDeals and authorization to purchase an equivalent vehicle replacement from state contract” is enumerated, this consent item is thereby approved.

22. CONSIDERATION TO DECLARE THE WATER DIVISION 2010 FORD ESCAPE (#102), VIN NUMBER ENDING IN 6757 AS SURPLUS AND TO AUCTION ON GOVDEALS AND AUTHORIZATION TO PURCHASE AN EQUIVALENT VEHICLE REPLACEMENT FROM STATE CONTRACT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to declare the Water Division 2010 Ford Escape (#102), vin number ending in 6757 as surplus and to auction on GovDeals and authorization to purchase an equivalent vehicle replacement from state contract” is enumerated, this consent item is thereby approved.

23. CONSIDERATION TO ACCEPT THE LOWEST AND BEST QUOTE FROM WISSCO FOR THE PURCHASE OF A REFRIGERATE EFFLUENT SAMPLER IN THE AMOUNT OF \$7,995.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to accept the lowest quote from WISSCO for the purchase of a refrigerate effluent sampler in the amount of \$7,995.00” is enumerated, this consent item is thereby approved. 2 Quotes Received: WISSCO - \$7,995.00 and Spectrum - \$8,200.00

24. CONSIDERATION TO ACCEPT THE LOWEST QUOTE FROM NESCO ELECTRICAL DISTRIBUTORS TO PURCHASE FLAME-RESISTANT UNIFORMS FOR THE ELECTRIC DIVISION IN THE AMOUNT OF \$10,412.41.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to accept the lowest quote from Nesco Electrical Distributors to purchase flame-resistant uniforms for the electric division in the amount of \$10,412.41” is enumerated, this consent item is thereby approved.

2 Quotes Received: NESCO - \$10,412.41 and National Safety - \$14,771.00

25. CONSIDERATION OF THE LOWEST QUOTE FROM LEE’S PRECAST FOR THE PURCHASE OF MATERIAL FOR THE COLLEGEVIEW LIFT STATION REMOVAL IN THE AMOUNT OF \$11,928.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the lowest and best quote from Lee’s Precast for the purchase of material for the Collegeview lift station removal in the amount of \$11,928.00” is enumerated, this consent item is thereby approved.

2 Quotes Received: Lee’s - \$11,928.00 and Corburn’s - \$13,253.19

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill noted that summer registration was underway for summer sports and encouraged all to register if they had not yet.

BOARD OF ALDERMEN COMMENTS:

Aldermen Carver encouraged anyone that has not been to the Sportsplex to see the new fields to do so. He also complimented Edward Kemp and the contractor for the work done to replace the Old West Point Road bridge.

Alderman Vaughn thanked the Police Department for their service, but expressed concern with the loss of officers due to Starkville's pay scale.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, expressed concern for the Sanitation employee recently cut by glass in a refuse bag. He also feels the overlay of Main Street will increase ADA accessibility.

PUBLIC APPEARANCE: None

PUBLIC HEARINGS:

SECOND PUBLIC HEARING OF THE AMENDMENTS TO THE UNIFIED DEVELOPMENT CODE (UDC) SIGNS.

Daniel Havelin, City Planner, and Odie Avery, City Assistant Planner, presented an overview of the proposed amendments to the UDC as it pertains to signage.

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

PUBLIC HEARING AND CONSIDERATION OF VA 22-02: A REQUEST FOR VARIANCE ON REAR SETBACK AT 107 KERKLING DR. IN A SD-2 ZONING DISTRICT.

Daniel Havelin, City Planner, and Odie Avery, City Assistant Planner, presented the request by Ernest and Kay Black for a Variance on a rear setback at 107 Kerkling Dr. in a SD-2 zoning with the parcel #106E-00-061.00. The applicant is requesting a variance from rear setbacks to add a sunroom addition to the existing home. The sunroom is being proposed on the south side of the existing home and will extend out 20' from the rear of the house. The existing home is approximately 35' from the rear property line. The request is to reduce the rear setback from 25' to 15' to accommodate the addition.

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

26. CONSIDERATION OF APPROVAL OF VA 22-02.

Alderman Rupp, duly seconded by Alderman Brooks, offered a motion approving VA 22-02: a request for variance on rear setback at 107 Kerkling Drive in a SD-2 Zoning District. 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.

27. CONSIDERATION OF ENGAGING KIMLEY-HORN TO DEVELOP A FINAL MASTER PLAN AND CONSTRUCTION DOCUMENTS FOR GEORGE EVANS/NEEDMORE PARK AND PHASE 1 OF MCKEE PARK.

Alderman Sistrunk noted that while the City will complete as many renovations to these parks possible, there are needs that will be beyond what City staff can complete. Kimley-Horn can provide the plans for those items.

Alderman Sistrunk, duly seconded by Alderman Brooks, offered a motion approving commissioning Kimley-Horn to proceed with plans to develop construction documents for Needmore/George Evens park and phase 1 of McKee Park. 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.

28. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of February 21, 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. 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	\$ 567,153.84
Restricted Police Fund	002	1,363.41
Airport Fund	015	67,274.96
Restricted Airport	016	30,990.63
Sanitation	022	156,935.02
Computer Assessments	107	175.00
Industrial Park Bond	303	6,600.00
Public Improv Bonds - 2018	319	14,025.60
BUILD Grant	377	12,998.20
Park Bond - 2020	380	850,664.62
Trust & Agency	610	18,920.99
Economic Dev, Tourism	630	94,582.27
Sub Total Before Utilities		\$1,821,684.54
Utilities Dept.	SED	309,890.29
Total Claims	Total	\$2,131,574.83

29. 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 Carver, 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.

30. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Rupp offered a motion to enter Executive Session for the purpose of discussing prospective property acquisition near the airport and a personnel disciplinary matter in the Police Department. Following a second by Alderman Beatty, 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 prospective property acquisition near the airport and a personnel disciplinary matter in the Police Department. At this time, the Board entered Executive Session.

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

Alderman Beatty offered a motion to return to open session. Alderman Rupp 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.

32. MOTION APPROVING THE PURCHASE OF 27.4 +/- ACRES SOUTH OF THE STARKVILLE AIRPORT RUNWAY.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, to move approval to exercise the option to purchase 27.4 +/- acres south of the Starkville Airport runway, owned by the Miller family, as part of the Starkville Airport runway expansion project for the amount of \$500,000, and authorizing the Mayor to enter into a purchase and sales contract consistent with these terms and to effectuate the closing of the transaction, including procuring title insurance. The Board voted as follows:

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

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

A copy of the agreement follows this page.

STATE OF MISSISSIPPI:
COUNTY OF OKTIBBEHA:

**CONTRACT FOR THE SALE
AND PURCHASE OF REAL ESTATE**

The undersigned Seller hereby agrees to sell, and the undersigned Purchaser hereby agrees to purchase the hereinafter described property in accordance with the following terms and conditions:

1. **DESCRIPTION:** 27.4+/-ac located in the South Half of the Southeast Quarter of Section 17 and in the North Half of the Northeast Quarter of Section 20, All in Township 18 North, Range 14 East, Oktibbeha County, Mississippi as set forth and described on Exhibit "A" attached hereto.
2. **PRICE:** The total purchase price to be paid by Purchaser to Seller shall be the sum of \$500,000.00 in cash or certified funds at closing.
3. **TAXES:** Seller shall pay all 2022 city and county ad valorem taxes assessed against the above described property.
4. **TITLE:** At closing, Seller shall execute and deliver to Purchaser a general Warranty Deed to the above described property
5. **CLOSING:** Closing shall occur within 15 business days following verification by FAA that AIP funds have been allocated to cover the purchase price.
6. **DEPOSIT:** Purchaser has distributed to Donald E. Miller the sum of \$500.00 as option money under a previous agreement. If title is merchantable, the option money shall be credited to the sales price at closing.
7. **ENVIRONMENTAL WARRANTY:** Seller warrants that it has not engaged in any activities on the subject property that could result in the imposition of an environmental levy or assessment. Purchaser, at Purchaser's expense, is granted a period not to exceed 45 days from the date of this contract to have any reasonable and necessary environmental tests conducted on the subject property. Closing of this transaction is contingent upon the absence of any negative findings from said tests provided that notice of said findings is provided to Seller in writing within 45 days from the date of this contract. **However, Purchaser acknowledges receipt of a satisfactory phase one environmental report.**
8. **ATTORNEY'S FEES:** If it becomes necessary for a non-defaulting party to employ an attorney to insure the performance of this contract, or to recover damages, then the defaulting party or parties agree to pay, as part of any judgement, all reasonable attorney's fees and court costs incurred by the non-defaulting party.

9. **SPECIAL PROVISIONS:** Purchaser shall pay all cost of closing.

- a. Purchaser shall pay all costs of closing.
- b. Closing on this option contract shall be contingent upon the City of Starkville receiving adequate AIP funds sufficient to cover the purchase price of the subject property and construction of the proposed runway extension.

Executed in duplicate effective the _____ of February, 2022, each copy to be deemed an original.

SELLERS:

**PURCHASER: City of Starkville,
Bryan Field Airport**

DONALD E. MILLER

BY: _____
LYNN SPRUILL, MAYOR

DONALD E. MILLER, JR.

WILLIAM DANIEL MILLER

ALAN F. MILLER

33. CONSIDERATION OF A MOTION TO APPROVE THE RECOMMENDATION OF THE POLICE CHIEF TO SUSPEND A STARKVILLE POLICE OFFICER FOR THREE DAYS AND TO PLACE THE OFFICER ON SIX MONTHS PROBATION.

Alderman Carver offered a motion to approve the recommendation of the Police Chief to suspend a Starkville Police Officer for three days and to place the officer on six months' probation. Alderman Sistrunk seconded the motion and the Board voted as follows:

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

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

34. MOTION TO RECESS UNTIL MARCH 15, 2022 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, for the Board of Aldermen to recess the meeting until March 15, 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 APRIL, 2022.

D. LYNN SPRUILL, MAYOR

(SEAL)

Attest:

LESA HARDIN, CITY CLERK