

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
April 5, 2022**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on April 5, 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 Sistrunk asked to add XI. I. 1. (Pyro Show contract) 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 April 5, 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, APRIL 5, 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 MARCH 1, 2022 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

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

CONSIDERATION OF THE MINUTES OF THE MARCH 18, 2022 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR’S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

RAYFIELD EVINS, JR. – WATER ISSUES

YULANDA HADDIX – 2022 JUNETEENTH

VIII. PUBLIC HEARING

FIRST PUBLIC HEARING TO EXTEND THE LEISURE AND RECREATION DISTRICT TO ADKERSON WAY AND COLLEGEVIEW AND THE COLLEGEVIEW DEVELOPMENT.

IX. MAYOR’S BUSINESS

A. CONSIDERATION OF CALLING FOR THE FIRST PUBLIC HEARING TO AMEND THE CITY OF STARKVILLE CODE OF ORDINANCE PARKING AND MUNICODE ARTICLE XIII, STOPPING, STANDING AND PARKING; §106-391 ET SEQ.

B. CONSIDERATION OF ESTABLISHING AND MAINTAINING AN ACTIVE AND CONTINUING PROGRAM FOR MANAGEMENT OF MUNICIPAL RECORDS PER THE REQUIREMENTS OF §25-60-5 MISSISSIPPI CODE ANNOTATED (1972) AND COLLECT AN ADDITIONAL ONE DOLLAR PER DOCUMENT IN ACCORDANCE WITH THE LAW TO AID IN RECORDS MANAGEMENT PRACTICES.

X. BOARD BUSINESS

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL FOR THE CLEARWATER CONSULTANTS, INC. WORK AUTHORIZATION NUMBER 22-01 FOR THE 2022 AIP PROJECT – RUNWAY AND PARALLEL TAXIWAY EXTENSION AND RELATED IMPROVEMENTS AT GEORGE M. BRYAN FIELD.

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. CONSIDERATION OF FP 22-06: A REQUEST FOR FINAL PLAT APPROVAL FOR “STARK CROSSING PHASE 4A” ON EUDORA WELTY IN A C ZONING DISTRICT.

2. CONSIDERATION OF COA 22-01: A REQUEST FOR A CERTIFICATE OF APPROPRIATENESS FOR EXTERIOR RENOVATIONS AT 500 GREENSBORO STREET.

3. CONSIDERATION OF COA 22-02: A REQUEST FOR A CERTIFICATE OF APPROPRIATENESS FOR RENOVATIONS AT 603 GREENSBORO STREET.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

THERE ARE NO ITEMS FOR THIS AGENDA

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF MARCH 28, 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.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE BRANDON GLADNEY AS A CERTIFIED POLICE OFFICER.
2. REQUEST AUTHORIZATION TO HIRE DAMONTE HORSLEY AS A MAINTENANCE WORKER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE JAMES YARBROUGH AS A FOREMAN IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE ALEXIS ROBINSON AS A DEPUTY COURT CLERK.
5. REQUEST AUTHORIZATION TO HIRE KALEYAH RHODES AS A CUSTOMER SERVICE REPRESENTATIVE IN THE STARKVILLE UTILITIES DEPARTMENT.
6. REQUEST AUTHORIZATION TO HIRE DNIJEE ROBINSON AS A MAINTENANCE WORKER IN THE STARKVILLE UTILITIES DEPARTMENT.
7. REQUEST AUTHORIZATION TO HIRE EDWARD KEMP AS THE GENERAL MANAGER IN THE STARKVILLE UTILITIES DEPARTMENT AND TRANSITION THE BUILD GRANT PROJECT TO THE ENGINEERING DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION TO EXECUTE A CONTRACT WITH PYRO SHOWS, INC., THE LOWER OF TWO QUOTES, AND A&M ENTERTAINMENT TO SUPPORT 4TH OF JULY ACTIVITIES.
2. CONSIDERATION TO ACCEPT THE LOWEST QUOTES FOR THE CORNERSTONE EQUIPMENT WHICH INCLUDES A TRAILER, COUNTERTOP OVEN, COUNTERTOP FRYER, AIR COMPRESSOR, SHELVING, AND ICE CREAM FREEZER NOT TO EXCEED \$35,000.00.
3. CONSIDERATION TO ACCEPT THE SOLE SOURCE BID FOR THE INSTALLATION MUSCO LIGHT TIMING SYSTEM FOR THE SPORTSPLEX FOR \$35,500.00 IN THAT THE SYSTEM IS THE SAME SYSTEM CURRENTLY BEING INSTALLED AT CORNERSTONE SPORTS PARK AND ONLY ONE COMPATIBLE WITH CIVICREC SOFTWARE CURRENTLY UTILIZED BY THE PARKS.
4. CONSIDERATION OF A MOU BETWEEN THE CITY OF STARKVILLE AND THE STARKVILLE CYCLING CLUB / TRI-COUNTY MOUNTAIN BIKING ASSOCIATION.

J. POLICE DEPARTMENT

1. POLICE

- a. REQUESTS APPROVAL FOR USE OF THE CITY OF STARKVILLE WIRELESS COMMUNICATIONS FUND TO PURCHASE SIXTY (60) KENWOOD VP6430 700/800 MHZ PORTABLE RADIOS WITH SPEAKER AND CASE AT THE LOWER OF TWO QUOTES, BEING \$146,325.60, FROM COMSOUTH MISSION CRITICAL SOLUTIONS.
- b. REQUEST APPROVAL TO DECLARE VARIOUS LISTED SMALL ITEMS AS SURPLUS PROPERTY AND TO BE SOLD ON GOVDEALS.COM TO THE BEST OR HIGHEST BIDDER OR TO BE SOLD AS SCRAP, PARTS OR SALVAGE.

2. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. CONSIDERATION OF AWARD FOR THE ELECTRIC DIVISION RIGHT OF WAY CLEARING SERVICE CONTRACT TO S & S LINE SERVICE, INC., THE LOW BIDDER.

2. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM COLUMBUS FENCE COMPANY LLC TO INSTALL A FENCE AROUND THE ACADEMY/SOUTH MONTGOMERY WATER TREATMENT PLANT IN THE AMOUNT OF \$7,275.00.
3. REQUEST APPROVAL OF A 5-YEAR RENTAL OF A KONICA ALL-IN-ONE COPIER ON STATE CONTRACT FOR \$159.00 PER MONTH FROM JT RAY COMPANY.
4. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM FLUID PROCESS AND PUMPS LLC TO PURCHASE AN IMPELLER FOR A 60HP FAIRBANKS PUMP IN THE AMOUNT OF \$7,325.00.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. RECESS UNTIL APRIL 18, 2022 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

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

Consent items 2 – 27:

2. CONSIDERATION OF THE MINUTES OF THE MARCH 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 April 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the March 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 MARCH 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 April 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the March 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 MARCH 18, 2022 SPECIAL CALL 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 April 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the March 18, 2022 Special Call meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF CALLING FOR THE FIRST PUBLIC HEARING TO AMEND THE CITY OF STARKVILLE CODE OF ORDINANCE PARKING AND MUNICODE ARTICLE XIII, STOPPING, STANDING AND PARKING; §106-391 ET SEQ.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the April 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval of calling for a public hearing to amend the parking ordinance to bring it up to date with current operations and to remove inconsistencies and provide for reference to a fee schedule” is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF ESTABLISHING AND MAINTAINING AN ACTIVE AND CONTINUING PROGRAM FOR MANAGEMENT OF MUNICIPAL RECORDS PER THE REQUIREMENTS OF §25-60-5 MISSISSIPPI CODE ANNOTATED (1972) AND COLLECT AN ADDITIONAL ONE DOLLAR PER DOCUMENT IN ACCORDANCE WITH THE LAW TO AID IN RECORDS MANAGEMENT PRACTICES.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the April 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval of establishing and maintaining an active and continuing program for management of municipal records per the requirements of §25-60-5 Mississippi Code Annotated (1972) and collect an additional one dollar per document in accordance with the law to aid in records management practices” is enumerated, this consent item is thereby approved.

**In the Matter of Establishing and Maintaining an Active and Continuing Program
for Management of Municipal Records**

WHEREAS, the Board of Aldermen of Starkville agree to participate with §25-60-1 *et. seq.* and the Mississippi Department of Archives and History by forming a program for the disposition of records based on administrative, legal, fiscal or historical value;

WHEREAS, the Board of Aldermen does further desire to assess a fee to be charged by any municipal official who accepts documents for filing as public records in the amount of \$1.00 for each document so filed and to direct that any official or employee collecting this fee shall follow the requirements of §25-60-5 Mississippi Code Annotated (1972) in the disposition of said funds.

Following discussion of this matter, Alderman Rupp moved and Alderman Brooks seconded a motion to implement a records management program as guided by §25-60-1 *et. seq.*, implement a schedule for the disposition of records based on administrative, legal, fiscal or historical value in conjunction with the Mississippi Department of Archives and History, and to further assess a fee of \$1.00 for each document filed with any municipal official or employee who accepts documents for filing as public records as provided for by §25-60-5 Mississippi Code Annotated (1972). The vote on said matter was as follows:

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

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this day, April 5, 2022.

7. CONSIDERATION OF APPROVAL FOR THE CLEARWATER CONSULTANTS, INC. WORK AUTHORIZATION NUMBER 22-01 FOR THE 2022 AIP PROJECT – RUNWAY AND PARALLEL TAXIWAY EXTENSION AND RELATED IMPROVEMENTS AT GEORGE M. BRYAN FIELD.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the April 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the Clearwater Consultants, Inc. Work Authorization Number 22-01 for the 2022 AIP Project – Runway and Parallel Taxiway Extension and Related Improvements at George M. Bryan Field” is enumerated, this consent item is thereby approved. The work authorization follows this page.

8. CONSIDERATION OF FP 22-06: A REQUEST FOR FINAL PLAT APPROVAL FOR “STARK CROSSING PHASE 4A” ON EUDORA WELTY IN A C ZONING DISTRICT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the April 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval of FP 22-06: a request for Final Plat approval for “Stark Crossing Phase 4A” on Eudora Welty in a C zoning district” is enumerated, this consent item is thereby approved.

9. AUTHORIZATION OF COA 22-01: A REQUEST FOR A CERTIFICATE OF APPROPRIATENESS FOR EXTERIOR RENOVATIONS AT 500 GREENSBORO STREET.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the April 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval of COA 22-01: a request for a Certificate of Appropriateness for exterior renovations at 500 Greensboro Street” is enumerated, this consent item is thereby approved.

10. CONSIDERATION OF COA 22-02: A REQUEST FOR A CERTIFICATE OF APPROPRIATENESS FOR RENOVATIONS AT 603 GREENSBORO STREET.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the April 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval of COA 22-02: a request for a Certificate of Appropriateness for exterior renovations at 603 Greensboro Street” is enumerated, this consent item is thereby approved.

11. CONSIDERATION TO HIRE BRANDON GLADNEY AS A CERTIFIED POLICE OFFICER.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the April 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Brandon Gladney as a Certified Police Officer” is enumerated, this consent item is thereby approved.

12. CONSIDERATION TO HIRE DAMONTE HORSLEY 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 April 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Damonte Horsley as a Maintenance Worker in the Sanitation & Environmental Services Department.” is enumerated, this consent item is thereby approved.

EXHIBIT A

CITY OF STARKVILLE - GEORGE M. BRYAN FIELD

STARKVILLE, MISSISSIPPI

WORK AUTHORIZATION Number 22-01

2022 AIP Project – Runway and Parallel Taxiway Extension and Related Improvements

Project Identification No. 3-28-0068-027-2022

Date: April 7, 2022

It is agreed to undertake the following work in accordance with the provisions of the Agreement between the City of Starkville, Mississippi ("Owner") and Clearwater Consultants, Inc. ("ENGINEER") dated September 6, 2017.

Scope of Services

The Engineer shall provide Professional Services for the 2022 AIP Project which shall be comprised of Runway Extension, Re-Alignment, Rehabilitation, Lighting, Drainage Improvements, Extension of Parallel Taxiway and related improvements. See attached Exhibit "B" for a more detailed description of services to be provided.

Time of Performance

Time of performance will be 270 days from receipt of the 2022 AIP Grant Agreement.

Compensation

1. Basic Services:

(a)	Grant Application, Close-Out, & Other Administrative	Lump Sum of	\$ 15,500
(b)	ALP Modification	Lump Sum of	\$ 10,500
(d)	Alternative Analysis, Project Design, Preparation of Construction Drawings, Technical Specifications, Contract Documents and FAA Review	Lump Sum of	\$ 478,000

2. Special Services: Budget for Special Services is as follows:

(a)	Topographic Survey, Geotechnical Investigation and Related	\$ 53,000
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Actual compensation for Special Services will be invoiced according to the Rate Schedule presented as Exhibit C.

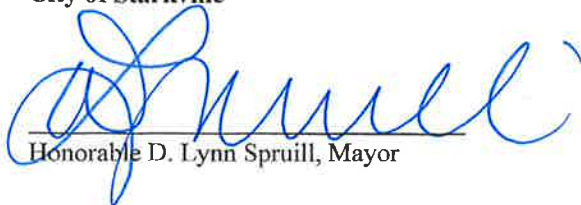
Agree as to Scope of Services, Time of Performance and Compensation:

WA-22-01
2022 AIP Project

A-1

April 8, 2022

City of Starkville



Honorable D. Lynn Spruill, Mayor

Clearwater Consultants, Inc.



Carey Hardin, P.E., President

EXHIBIT B – SCOPE OF SERVICES

CITY OF STARKVILLE - GEORGE M. BRYAN FIELD

STARKVILLE, MISSISSIPPI

WORK AUTHORIZATION Number 22-01

2022 AIP Project – Runway and Parallel Taxiway Extension and Related Improvements

PROJECT DESCRIPTION:

The OWNER intends to perform runway extension, re-alignment, rehabilitation, lighting, drainage improvements, extension of parallel taxiway and related improvements to George M. Bryan Field (hereinafter called the PROJECT) and engage the ENGINEER to perform services as specified herein.

SECTION I – BASIC SERVICES

A. PROJECT DEVELOPMENT PHASE: After authorization to proceed the ENGINEER shall:

1. Consult with OWNER and state and federal government agencies as necessary to clarify and define the requirements for the project and review available data.
2. Advise OWNER as to the necessity of OWNER'S providing or obtaining from others data or services of the types described in Section II and act as OWNER'S representative in connection with such services. Assist the OWNER in contracting for such services.
3. Prepare preliminary designs necessary to determine the type, size, and scope of the improvement project based upon projected aviation activity and current airport standards.
4. Prepare preliminary statement of probable construction cost for the project.
5. Prepare applications for federal and/or state assistance grants for funding of the project. Assist the OWNER in preparation of application for federal assistance.

B. DESIGN PHASE: After written authorization to proceed the ENGINEER shall:

In consultation with the OWNER and other government agencies through conferences, meetings, or submission of preliminary reports as appropriate, determine the extent of the project. The most current version of the following design criteria and standard, as well as other applicable standards will be used during the design of the PROJECT:

- FAA AC 150/5300-13 Airport Design
- FAA AC 150/5370-10 Standard Specifications for Construction of Airports

1. Advise the Owner of needed special services and assist the OWNER in the evaluation and selection of other professionals to provide special services, such as soil borings, laboratory tests and surveys.
2. Prepare final design detailed contract drawings, specifications and contract documents for the design alternative selected.
3. Submit appropriate documents to state and federal agencies for approvals.
4. Furnish to the OWNER copies of drawings, specifications, reports, estimates and contract documents.

SECTION II – SPECIAL SERVICES

At the request of the OWNER, the ENGINEER shall accomplish such special services as required by the OWNER to complete the project. At the option of the OWNER, special services may be provided by the OWNER through contracts with other professionals or may be provided by the ENGINEER. When the ENGINEER is requested to provide special services, such services may be provided by ENGINEER'S own forces or through subcontracts with other professionals. Special services which may be requested may include, but are not necessarily limited to the following:

- A. Land Surveys as necessary to establish property boundaries required for property acquisition purposes or preparation of property maps.
- B. Engineering Surveys (for design and construction) to include topographic surveys, base line surveys, cross section surveys, etc., as required and approved by the OWNER.
- C. Preparation of OWNER'S applications for partial and final payment for submission to government agencies.
- D. Reproduction of additional copies of reports, contract documents and specifications above the specified number furnished in Basic Services.
- E. The accomplishment of special surveys and investigations, and the preparation of special reports and drawings as may be requested or authorized in writing by the OWNER in connection with the project.
- F. Extra Work Created by Design Changes, after approval of plans and specifications by the OWNER and FAA, as required, and beyond the control of the ENGINEER, that may be requested or authorized in writing by the OWNER in connection with the project.
- G. Extra Work Required to Revise Contract Documents, Plans and Specifications to facilitate the award of more than one construction contract, in the event the OWNER adopts such a construction program.
- H. Preparation of updates to the Airport Layout Plan as directed by the OWNER.
- I. Preparation of Disadvantaged Business Enterprise (DBE) Plans and/or Updates for existing DBE Plans, as required.

SECTION III – OWNER’S RESPONSIBILITIES

- A. Provide full information as to the requirements for the PROJECT.
- B. Assist the ENGINEER by placing at his disposal all available information pertinent to the site of the PROJECT including previous reports and any other data relative to design and construction of the PROJECT. This includes providing topographical information/files to be used for design on this project.
- C. Examine all studies, report, sketches, estimates, specification, drawings, proposals, and other documents presented and recommended by the ENGINEER and render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of the ENGINEER.
- D. Obtain approval of all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from such other individuals or bodies as may be necessary for completion of the PROJECT.
- E. Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the PROJECT.
- F. Access to the Site. Unless otherwise stated, the ENGINEER will have access to the site for activities necessary for the performance of the services.

SECTION IV – TITLE VI ASSURANCES

During the performance of this Agreement, the ENGINEER, for itself, its assignees and successors in interest agree as follows:

- A. Compliance with Regulations. The ENGINEER shall comply with the Regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (hereinafter “DOT”), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the “Regulations”), which are hereinafter incorporated by reference and made a part of this contract.
- B. Non-Discrimination. The ENGINEER, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The ENGINEER shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of Regulations.
- C. Solicitations for Subcontracts, Including Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by the ENGINEER for work to be performed under a subcontract, including procurement of materials or leases of equipment, such potential subcontractor or supplier shall be notified by the ENGINEER of the ENGINEER’s obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
- D. Information and Reports. The ENGINEER shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts,

other sources of information and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of an engineer is in the exclusive possession of another who fails or refuses to furnish this information, the ENGINEER shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

- E. Sanctions for Non-Compliance. In the event of the ENGINEER's non-compliance with the non-discrimination provisions of this Agreement, the OWNER shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the ENGINEER under the Agreement until the ENGINEER complies; and/or
2. Cancellation, termination, or suspension of the Agreement in whole or in part.

- F. Incorporation of Provisions. The ENGINEER shall include the provisions of Paragraphs A through E of Section D.10. in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The ENGINEER shall take such action with respect to any subcontract or procurement as the OWNER or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event the ENGINEER becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the ENGINEER may request the OWNER, and, in addition, the ENGINEER may request the United States to enter into such litigation to protect the interests of the United States.

- G. DBE Assurances:

1. Policy. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have a maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.
2. DBE Obligation. The ENGINEER agrees to ensure that DBE's 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 ENGINEER shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. The ENGINEER or subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

Clearwater Consultants, Inc.
Rate Schedule - 2021

Project Manager	\$ 165.00/Hour
Project Engineer III	\$ 145.00/Hour
Project Engineer II	\$ 125.00/Hour
CAD Draftsman	\$ 95.00/Hour
Field Technician III (RPR)	\$ 95.00/Hour
Field Technician II (RPR)	\$ 55.00/Hour
Clerical/Admin/Data Processing	\$ 55.00/Hour

Travel

Auto	\$ 0.60/Mile (Auto)
Aircraft	Lower of actual cost or equivalent cost of common carrier.
Lodging & Meals	Actual Cost

Other Direct Expenses

Actual Cost + 15%

13. CONSIDERATION TO HIRE JAMES YARBROUGH AS A FOREMAN 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 April 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire James Yarbrough as a Foreman in the Sanitation & Environmental Services Department” is enumerated, this consent item is thereby approved.

14. CONSIDERATION TO HIRE ALEXIS ROBINSON AS A DEPUTY COURT CLERK.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the April 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Alexis Robinson as a Deputy Court Clerk” is enumerated, this consent item is thereby approved.

15. CONSIDERATION TO HIRE KALEYAH RHODES AS A PART TIME CUSTOMER SERVICE REPRESENTATIVE IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the April 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Kaleyah Rhodes as a Part Time Customer Service Representative in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

16. CONSIDERATION TO HIRE DNIJEE ROBINSON AS A MAINTENANCE WORKER IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the April 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Dnijee Robinson as a Maintenance Worker in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

17. CONSIDERATION TO HIRE EDWARD KEMP AS THE GENERAL MANAGER IN THE STARKVILLE UTILITIES DEPARTMENT AND TRANSITION THE BUILD GRANT PROJECT TO THE ENGINEERING DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the April 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Edward Kemp as the General Manager in the Starkville Utilities Department and transition the BUILD Grant project to the Engineering Department” is enumerated, this consent item is thereby approved.

18. CONSIDERATION TO EXECUTE A CONTRACT WITH PYRO SHOWS, INC., THE LOWER OF TWO QUOTES OF \$13,500 AND A&M ENTERTAINMENT AT A COST OF \$4,020.00 TO SUPPORT 4TH OF JULY ACTIVITIES.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the April 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval of a contract with Pyro Shows, Inc., the lower of two quotes, and A&M Entertainment to support 4th of July activities” is enumerated, this consent item is thereby approved. A copy of the contract follows this page.

Quotes received: Pyro Shows, Inc. - \$13,500.00 and Big Pop Fireworks - \$17,500.00
A&M Entertainment (music) - \$4,020.00



PYRO SHOWS, INC.
Contract Agreement

This Agreement made on **April 5, 2022** by and between **PYRO SHOWS, Inc., a Tennessee Corporation**, whose address is **115 N. 1st Street, LaFollette, Tennessee, 37766**, and hereinafter referred to as **"PYRO SHOWS"** and **City of Starkville** with its principal place of business located at **110 W Main St, Starkville, MS 39759** hereinafter referred to as **"Customer"**.

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

- I. FIREWORKS DISPLAY:** PYRO SHOWS agrees to furnish to Customer a fireworks display, hereinafter referred to as "Show", pursuant to the project/sales order # **22 MS 07-04-C-13500-000148** dated **April 5, 2022**. The Show will be given on **July 4, 2022**. Rain date/postponement date: **No Rain Date Selected**.
- II. TARIFF PROVISION:** Because our pyrotechnics are products which are primarily imported into the U.S., PYRO SHOWS is legally responsible for payment of any applicable tariffs (a border tax imposed on the buyer) for pyrotechnics. From the date of execution of the contract herein, in the event of additional cost due to increased price of product as imposed by manufacturer and/or tariffs levied for imported products. Available options are as follows: Customer may opt to increase their budget to absorb tariff - OR - Customer may maintain the current budget of their show with a corresponding reduction in the amount of product included in their show. Should Customer elect to defer, modify, or cancel Show, Customer shall notify Pyro Shows no less than ninety (90) days prior to Show date to cancel or reduce the size of show.
- III. CANCELLATION:** PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other than the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with a thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation due to the fault of the Customer.
- IV. SECURITY AREA:** Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by fire protection shall be the responsibility of the Customer.
- V. SITE CLEANUP:** PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.
- VI. AMENDMENT & ASSIGNMENT:** This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.



PYRO SHOWS, INC.
Contract Agreement

- VII. COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.
- VIII. PERMITS AND LICENSES:** PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. ~~For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.~~
- IX. LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, one- and one-half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.
- X. ADVERTISEMENT AND PROMOTIONS:** Customer agrees that when promoting fireworks performed by PYRO SHOWS, Customer will name PYRO SHOWS as the fireworks provider in promotional advertising media. Customer agrees to allow PYRO SHOWS to use Customer's name as Customer.
- XI. COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint
- XII. INSURANCE:** Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of \$10,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer as additional Insured under the terms of this coverage. Pyro Shows, Inc. will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.
- XIII. PAYMENT TERMS:** City of Starkville shall pay PYRO SHOWS \$ 13,500.00 plus applicable taxes in the amount of \$ 0.00 for a grand total of \$ 13,500.00 according to the terms and conditions set forth for presenting the Show. Customer shall submit a 50% deposit (\$ 6,750.00) upon return of signed contract by **May 5, 2022**. Balance will be due in the PYRO SHOWS office upon Customer's receipt of invoice.



PYRO SHOWS, INC.
Contract Agreement

TAXES: Customer shall be responsible for all applicable sales taxes.

IMPORTANT: Checks must be made payable to **PYRO SHOWS, INC.** and mailed to P.O. Box 1776, LaFollette, TN 37766.

All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

PYRO SHOWS, INC.

BY: _____ **DATE:** _____
Lansden E. Hill Jr., President and CEO -OR- Michael E. Walden, Vice President

CUSTOMER

BY: _____ **DATE:** _____
Signature Printed Name Title

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose.

19. CONSIDERATION TO ACCEPT THE LOWEST QUOTES FOR THE CORNERSTONE EQUIPMENT WHICH INCLUDES A TRAILER, COUNTERTOP OVEN, COUNTERTOP FRYER, AIR COMPRESSOR, SHELVING, AND ICE CREAM FREEZER NOT TO EXCEED \$35,000.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the April 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the lowest quotes for the Cornerstone equipment which includes a Trailer, Countertop Oven, Countertop Fryer, Air Compressor, Shelving, and Ice Cream Freezer not to exceed \$35,000.00” is enumerated, this consent item is thereby approved.

Oktibbeha County Coop

- 7 x 20 ft Trailer - \$4,800.00
Total: \$4,800.00

Culinary Depot

- (3) Countertop Ovens - \$6,974.00 per
Total: \$20,922.00

Globe Equipment

- (2) Countertop Fryers 32 lbs. - \$1,047.00 per
Total: \$2,094.00

Lowe's

- Air Compressor - \$1,999.00
Total: \$1,999.00

Uline

- (10) Industrial Steel Shelving - \$290.00 per
Total: \$2,900.00

WebstaurantStore

- (2) Ice Cream Freezer - \$769.00 per
- (2) Lock and Key - \$24.99 per
Total: \$1,587.98

20. CONSIDERATION TO ACCEPT THE SOLE SOURCE BID FOR THE INSTALLATION MUSCO LIGHT TIMING SYSTEM FOR THE SPORTSPLEX FOR \$35,500.00 IN THAT THE SYSTEM IS THE SAME SYSTEM CURRENTLY BEING INSTALLED AT CORNERSTONE SPORTS PARK AND ONLY ONE COMPATIBLE WITH CIVICREC SOFTWARE CURRENTLY UTILIZED BY THE PARKS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the April 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the sole source bid for the installation Musco Light timing system for the Sportsplex for \$35,500.00 in that the system is the same system currently being installed at Cornerstone Sports Park and only one compatible with CivicRec Software currently utilized by the Parks” is enumerated, this consent item is thereby approved.

21. CONSIDERATION OF A MOU BETWEEN THE CITY OF STARKVILLE AND THE STARKVILLE CYCLING CLUB / TRI-COUNTY MOUNTAIN BIKING ASSOCIATION.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the April 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval of a MOU between the City of Starkville and the Starkville Cycling Club / Tri-County Mountain Biking Association” is enumerated, this consent item is thereby approved. The MOU follows this page.

**Memorandum of Understanding
Between the City of Starkville, MS and Starkville Cycling Club / Tri-County Mountain
Biking Association (TCMBA)**

Background

Starkville Cycling Club is a local association of the Tri-County Mountain Biking Association, a Jackson, MS chapter of the International Mountain Biking Association (IMBA)/Southern Off-Road Bicycle Association (SORBA). Starkville Cycling Club (SCC) and TCMBA have a history of cooperation and partnership with the Cities of Ridgeland, Brandon, and Jackson, and with the National Forest Service. The goal of this cooperation was to promote the sport of mountain biking through the construction and maintenance of public mountain biking trails and infrastructure, and through the organization of cycling events that enhance tourism and outdoor recreational opportunities. Construction of outdoor facilities such as mountain bike trails is essential to the growth of our communities. Primitive trail systems diversify opportunities for exercise, sport, and access to nature, and are a relatively inexpensive way to create and contribute to a vibrant, attractive, and healthier community.

Statement of Mutual Benefits and Interests

The City of Starkville provides numerous avenues for outdoor recreation, but recent studies have shown that certain recreation opportunities could be improved. Among these is the need for more natural surface trails and cycling infrastructure. Due to the lack of State Parks and other similar facilities in Oktibbeha County, there are no public natural surface trails located within a fifteen-mile radius of the city. The closest trail is located in the Noxubee Wildlife Refuge and is not optimized for cycling or running and can be closed by Wildlife Management without public input. Longtime unofficial trails at the Research Park were recently closed to the public. Starkville Cycling Club and TCMBA have a history of providing volunteer labor and trail building expertise at five different trail systems and have recently completed a mile of machine-built trail for the Forest Service in the Tombigbee National Forest. Starkville Cycling utilizes sustainable trail building methods developed by IMBA. Volunteer trail design and construction labor provided by Starkville Cycling Club would be of public benefit to the city of Starkville and the public, while designation of city property for public trails would provide trail recreation opportunities to the club and the public.

Purpose

The purpose of this MOU is to establish a framework of cooperation upon which mutually beneficial work projects and bicycling activities may be planned and accomplished by the City of Starkville, Mississippi and Starkville Cycling Club (SCC) and the Tri-County Mountain Bike Association (TCMBA) Chapter of the International Mountain Bicycling Association (IMBA), working cooperatively on multiuse and cycling specific trail projects in the City of Starkville. Such programs, projects, and activities will complement the City of Starkville and are in the best interest of the public.

Introduction

The City of Starkville is responsible for natural resource management on multiple city-owned properties in the City of Starkville. All hiking and mountain biking opportunities fall under the direction of the City of Starkville.

City of Starkville (and parks management) shall:

1. Where appropriate, and in its sole discretion, work with Starkville Cycling Club to designate and make available suitable property for the construction and public use of single-use and multi-use natural surface trails (the "Facilities").
2. The Facilities shall remain the property of the City. Therefore, the City may enter the Facilities at any time during the period of this agreement for any reason as deemed necessary by the City.

3. Make available personnel and resources for the furtherance of this MOU, as it deems in its sole discretion, subject to applicable City laws, regulations, and management direction.
4. Within budget constraints and overall park maintenance, the City shall provide support for the upkeep and security of trailheads and parking areas serving the Facilities.
5. Acknowledge the time and efforts of SCC/TCMBA volunteers as an in-kind contribution to the City of Starkville approximately equal to, but not to exceed, the commercial value of such labor and services.
6. Reserve the right to plan, host, and schedule special events at the Facilities in an effort to help promote, encourage participation, and increase revenue whenever deemed necessary.
7. Notify in advance Starkville Cycling Club of any events, policy changes, or construction plans affecting the disposition of the trails.
8. Provide SCC information regarding lands available for trails to be constructed on City property.
9. Provide SCC guidance as to trail limits and other construction restrictions within JL King Park or other properties designated for trail construction.

SCC/TCMBA as an affiliate of the International Mountain Biking Association (IMBA) shall:

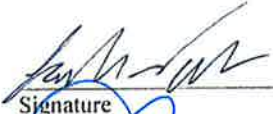
1. Provide technical assistance and volunteer labor for the construction of city-approved trails and mountain bicycling opportunities, including ongoing maintenance work and management suggestions and expertise.
2. Ensure that the design, construction, and maintenance of trails on any City of Starkville property will follow the standards in the International Mountain Bicycling Association book: *Trail Solutions, IMBA's Guide to Building Sweet Singletrack*, which provides techniques for sustainable trail development.
3. Closely coordinate all trail design and construction with the City of Starkville and park management before work begins.
4. Provide plans, sketches, comments, site visits, or other documentation for proposed trail construction projects (excluding routine maintenance work) and obtain written permission from the City for such work before commencement.
5. SCC will seek to discourage unapproved trail modifications through all practical means possible.
6. Encourage its members to work with City officials to identify and discuss opportunities for cooperative work on mutually beneficial projects or activities.
7. SCC/TCMBA shall defend, indemnify and hold harmless the City, its officers, agents and employees and others associated with the City, of and from any and all claims, damages, expenses, liability, and/or judgments asserted against the City, its officers, agents and employees and others associated with the City, arising out of the actions or inactions of SCC/TCMBA, its members, volunteers, contractors, vendors or others in relation to any activity undertaken in furtherance of performance under this MOU.
8. SCC/TCMBA releases, relinquishes and discharges the City, its officers, agents, employees and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with any activity undertaken in furtherance of performance under this MOU, whether or not said claims, demands, or causes of action are covered in whole or in part by insurance.
9. The design, construction, and maintenance of Facilities shall comply with all applicable Federal, State and local laws, rules, regulations, policies and procedures, and applicable industry standards.
10. SCC/TCMBA shall provide Starkville with proof of insurance coverage for injuries to persons or damages to property that may arise from or in connection with any activity undertaken by SCC/TCMBA, its members, volunteers, contractors, and vendors or others in furtherance of performance under this MOU. Such coverage shall include: (a) Commercial General Liability insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate. This insurance must name Starkville as an additional insured under the policy and contain a waiver of subrogation in favor of Starkville. Only insurance carriers licensed and authorized to do business in the state of Mississippi will be accepted. SCC/TCMBA's insurance coverage shall be primary insurance with respect to Starkville, its officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by Starkville, its officials, agents,

employees, or volunteers shall be considered secondary and in excess of SCC/TCMBA's insurance & shall not contribute to it. This Agreement shall not become effective until SCC/TCMBA presents the City with a Certificate of Insurance consistent with these requirements, and that Certificate is reviewed and approved by the City Attorney.

It is mutually agreed and understood by and between said parties that:

1. This MOU does not create any obligation for either party to provide funding or fiscal support. Any endeavor involving reimbursement or contribution of funds shall be mutually agreed upon in writing between the parties to this MOU and shall comply with applicable laws, regulations, and procedures. Any such endeavors shall be memorialized in separate agreements that shall be made in writing by representatives of the parties.
2. This MOU may be modified or amended upon written consent of both parties or may be terminated with 60-day written notice of either party.
3. Nothing in this memorandum shall obligate the City of Starkville to expend appropriations, provide in-kind services, or to enter into any contract or other obligation.
4. No property or control of property has or will be transferred to any party, person, or entity as a result of this
5. agreement.
6. All Facilities once constructed will be open for use by the general public.
7. A third-party beneficiary relationship has not been created by this MOU.
8. The principal contacts for this agreement are:

Landon Voller, President
Starkville Cycling Club / Board
& Board Member Tri-County Mountain Bike Club

	<u>3/14/2022</u>
Signature	Date
	
Signature	Date
	<u>3-7-22</u>
Signature	Date

Lynn Spruill, Mayor
City of Starkville, Mississippi

Chris Wise, President
Tri-County Mountain Biking Association

22. CONSIDERATION FOR USE OF THE CITY OF STARKVILLE WIRELESS COMMUNICATIONS FUND TO PURCHASE SIXTY (60) KENWOOD VP6430 700/800 MHZ PORTABLE RADIOS WITH SPEAKERS, CHARGERS, CASES AND OTHER NECESSARY ATTACHMENTS AND PROGRAMMING AT THE LOWER OF TWO QUOTES, BEING \$146,325.60, FROM COMSOUTH MISSION CRITICAL SOLUTIONS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the April 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval of use of the City of Starkville Wireless Communications fund to purchase (60) Kenwood VP6430 700/800 MHz Portable Radios with speakers, chargers, cases and other necessary attachments and programming at the lowest of two quotes from Comsouth Mission Critical Solutions, being \$146,325.60 to replace the aging primary portable hand-held systems for patrol officers” is enumerated, this consent item is thereby approved.

Quotes received: Comsouth - \$146,325.60 and Central MS Communications - \$184,118.40

23. CONSIDERATION TO DECLARE VARIOUS LISTED SMALL ITEMS AS SURPLUS PROPERTY AND TO BE SOLD ON GOVDEALS.COM TO THE BEST OR HIGHEST BIDDER OR TO BE SOLD AS SCRAP, PARTS OR SALVAGE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the April 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval to declare various listed small items as surplus property and to be sold on GovDeals.com to the best or highest bidder or to be sold as scrap, parts or salvage” is enumerated, this consent item is thereby approved.

- (6) Pro Guard Cages for 2000 model Ford Crown Victoria
- (2) Pro Guard Cages for 2013 model Ford Taurus
- (3) Setina Front Push Bumpers for 2000 model Ford vehicles
- (2) Vector Federal Lightbars for 2013 Ford Taurus
- (15) Vista STL Lightbars for 2000 Ford Crown Victoria
- (6) Argen S2 Federal Blue Lights for 2000 Ford Crown Victoria
- (1) Valor Federal Signal Blue Light for 2000 Ford Crown Victoria

24. CONSIDERATION OF AWARD FOR THE ELECTRIC DIVISION RIGHT OF WAY CLEARING SERVICE CONTRACT TO S & S LINE SERVICE, INC., THE LOW BIDDER.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the April 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval to award the Starkville Utilities Electric Line Right-of-Way clearing service contract to S&S Line Service Inc” is enumerated, this consent item is thereby approved. The contract follows this page.

ADDENDUM NO. 1

DATE: **March 10, 2022**

PROJECT TITLE: **Electric Line Right-of-Way Clearing Services**

PROJECT NUMBER: **101E3138**

OWNER: **City of Starkville Utilities**

TO: **Prospective Bidders**

This Addendum forms a part of the Contract Documents and modifies the February 3, 2022 Issued for Bid documents with amendments and additions noted below.

Acknowledge receipt of this Addendum in the space provided in the Bid Form. Failure to do so may disqualify the Bidder.

ADDENDUM TABLE OF CONTENTS:

This Addendum consists of one (1) page and one (1) attachment as follows:

1. Specifications & Proposal for Electric Line Right-of-Way Clearing Services.

SPECIFICATION CHANGES:

SPECIFICATIONS & PROPOSAL FOR ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES.

1. *Replace existing specification in its entirety with the attached revised specification, revised to March 10, 2022.*

Explanation: *Revised proposal to add fuel adjustment rate for equipment so that the hourly rate can be escalated/de-escalated on a monthly basis.*



ADDENDUM NO. 2

DATE: March 23, 2022

PROJECT TITLE: Electric Line Right-of-Way Clearing Services

PROJECT NUMBER: 101E3138

OWNER: City of Starkville Utilities

TO: Prospective Bidders

This Addendum forms a part of the Contract Documents and modifies the February 3, 2022 Issued for Bid documents with amendments and additions noted below.

Acknowledge receipt of this Addendum in the space provided in the Bid Form. Failure to do so may disqualify the Bidder.

ADDENDUM TABLE OF CONTENTS:

This Addendum consists of one (1) page.

SPECIFICATION CHANGES:

INSTRUCTION TO BIDDERS.

1. *Replace paragraph titled SUBMITTAL OF ELECTRONIC BIDS on the first page of Instruction to Bidders with the following:*

Each electronically submitted bid must be submitted in "pdf" format and shall contain the same information and forms as required for the paper bids. In the event that an electronically submitted bid has a corrupted attachment, the bid will be considered null and void.

Explanation: Deleted sentence indicating a bid bond is required for electronic bids.



Specifications & Proposal For Electric Line Right-of-Way Line Clearing Services

March 10, 2022



Prepared for:

City of Starkville Utilities
P.O. Box 927
Starkville, Mississippi 39760

Prepared by:

Atwell & Gent, P.A.
Consulting Engineers
309 University Drive
Starkville, MS 39759



03/10/2022

A&G Job No.: 101E3138

ADVERTISEMENT FOR BIDS CITY OF STARKVILLE

Notice is hereby given that the City of Starkville will receive sealed bids for **Electric Line Right-of-Way Clearing Services** in Starkville, Mississippi.

Bids will be received at the Office of the City Clerk, City Hall, 110 West Main Street, Starkville, Mississippi 39759, or can be submitted online at www.cityofstarkvilleplans.org, or can be emailed to bids@cityofstarkville.org by 2:00 P.M. local time on March 29, 2022 at which time they will be opened publicly, read aloud, and taken under advisement until the next meeting of the Mayor and Board of Aldermen.

CONTRACT DOCUMENTS: Contract documents may be obtained online at www.cityofstarkvilleplans.org or by emailing Jeff Atwell with Atwell & Gent, P.A. at jatwell@atwellandgent.com.

SUBMITTAL OF SEALED PROPOSAL: Each proposal must be submitted in duplicate in accordance with the instructions to bidders which are bound in the Project Manual. The Owner reserves the right to waive irregularities and to reject any or all proposals.

SUBMITTAL OF ELECTRONIC BIDS: Each electronically submitted bid must be submitted in "pdf" format and shall contain the same information and forms as required for the paper bids. In the event that an electronically submitted bid has a corrupted attachment, the bid will be considered null and void.

No bid shall be withdrawn after the scheduled date and time of the beginning of the bidding event without the written consent of the City of Starkville. Within the limitations of Mississippi State Purchasing Law, the City of Starkville reserves the right to reject any or all bids received, to waive any informalities or irregularities in the bids received, or to accept any bid which is deemed most favorable to the City of Starkville.

The bid opening will be held in the City Clerk Conference Room on the 1st floor of City Hall. Interested persons are invited to attend.

No bid shall be withdrawn for a period of forty-five (45) days after the scheduled date and time of opening of bids without written consent of the City. The City of Starkville reserves the right, within the limitations of state law, to reject any or all bids received, to waive any informalities or irregularities in the bids received, or to accept any bid which is deemed most favorable to the City.

CITY OF STARKVILLE, MISSISSIPPI

By: _____
Lesa Hardin, City Clerk

Dates of Advertisement:

February 25, 2022

March 4, 2022

Starkville Daily News

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STARKVILLE UTILITIES
STARKVILLE, MISSISSIPPI

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INSTRUCTION TO BIDDERS

ELECTRIC LINE RIGHT-OF-WAY LINE CLEARING SERVICES
STARKVILLE UTILITIES
STARKVILLE, MISSISSIPPI

Electronic bids shall be submitted or can be submitted online at www.cityofstarkvilleplans.org, or can be emailed to bids@cityofstarkville.org. Refer to the advertisement for bids.

SUBMITTAL OF HARD COPY BIDS: Bids that are sent by mail, courier service or hand delivered shall be clearly marked "Bid Enclosed" or "Bid Envelope Enclosed" as appropriate. The sealed envelope containing the bid shall have the following information shown on the envelope:

BID ENCLOSED

ITEM: ELECTRIC LINE RIGHT-OF-WAY LINE CLEARING SERVICES

OWNER: STARKVILLE UTILITIES

BIDDER: S & S Line Service, inc.

ADDRESS: PO Box 485, Laurel, MS 39441

BID DUE: REFER TO ADVERTISEMENT FOR BIDS

Bids that are sent by mail or by parcel delivery service should be addressed to:

Lesa Hardin, City Clerk
City of Starkville
City Hall, 110 West Main St.
Starkville, Mississippi 39759

SUBMITTAL OF ELECTRONIC BIDS: Each electronically submitted bid must be submitted in "pdf" format and shall contain the same information and forms as required for the paper bids. Note – electronic bids must be secured with a bid bond. In the event that an electronically submitted bid has a corrupted attachment, the bid will be considered null and void.

The Engineer for this project is:

Atwell & Gent, P.A.
P.O. Box 2558
Starkville, Mississippi 39760-2558
Telephone (662) 324-5658

The Engineer will represent the Owner in all matters pertaining to this project, including but not limited to, answering technical questions of prospective bidders and recommendations of lowest and best bid.

Submit all questions about the specifications to the Engineer, in writing. Replies will be issued to all prospective Bidders of Record. Neither the Engineer nor the Owner will be responsible for oral clarifications.

Bidder shall insert regular hourly rates in the appropriate blank spaces on the Bid Proposal Form for each item of labor being proposed. Bidder shall also insert after-hours hourly rates for emergency storm restoration overtime work in the appropriate blank spaces on the Bid Proposal Form for each item of labor being proposed.

Bidder shall insert regular base hourly rates in the appropriate blank spaces on the Bid Proposal Form for each item of equipment being proposed. Equipment hourly rates shall be based upon an assumed cost of \$4.75 per gallon for diesel fuel. Bidder shall provide fuel adjustment rates for each piece of equipment based upon a \$1.00/per gallon change in diesel fuel costs. Equipment hourly billing rates will be calculated using the base hourly rate plus the prorated fuel adjustment rate.

The regular-hours and after-hours emergency storm restoration labor rates, equipment rates, and fuel adjustment rates will be utilized in the agreement between the OWNER and CONTRACTOR for this Work. The regular-hours labor and after-hours emergency storm restoration labor rates, equipment rates, and fuel cost adjustment rates entered on the Bid Proposal Form shall be inclusive and shall include all costs necessary to accomplish the Work required by the OWNER, in accordance with these specifications and terms and conditions hereinafter.

Starkville Utilities intends to evaluate this proposal based on the utilization of a four person right-of-way clearing crew, as required from time to time by Starkville Utilities, with the following personnel and equipment shown below:

Labor:

1 Each..... Working Supervisor
1 Each..... Working Foreman
1 Each..... Trimmer
1 Each..... Groundman

Equipment:

1 Each..... Bucket Truck
1 Each..... Chipper Truck
1 Each..... Pickup Truck
1 Each..... Chipper
1 Lot..... Saws as Required

Bidders shall complete the Bid Proposal Form in this specification and shall submit Bid Proposal Form to the Owner at the time that the Bids are due. Bidders taking exceptions to any part of the Agreement included as a part of this RFP shall show such exception on the Bid Form in the space provided. If exceptions are not shown on the Bid Form, then Bidder agrees to provide the services as shown in the Right of Way Line Clearance Services Agreement included in this Request for Proposals for the amounts shown on the Bid

Form. Bids that are modified, excepted, or in any way changed from the Agreement that the Owner is requesting in this request for Bids may be rejected by the Owner.

While Starkville Utilities will evaluate this bid based on the criteria described in this Instruction to Bidders, it reserves the right to alter the number and job classifications composing a crew and the items of equipment to be used, as required to accomplish the OWNER's Work.

Starkville Utilities retains the privilege of accepting or rejecting all or any proposals and waiving any informalities or technicalities therein, or to award this Bid to the Proposer providing, in the sole judgement of the Owner, the best overall value for anticipated work to be performed by the successful Proposer under this Agreement.

PROPOSAL FORM

ELECTRIC LINE RIGHT-OF-WAY LINE CLEARING SERVICES
STARKVILLE UTILITIES
STARKVILLE, MISSISSIPPI

TO: Lesa Hardin, City Clerk
Office of the Mayor, City Hall
City Hall, 110 West Main St.
Starkville, Mississippi 39759

The undersigned (hereinafter called the CONTRACTOR) acknowledges by his signature that he has received and examined the documents entitled "Specifications and Bid Proposal for ELECTRIC LINE RIGHT-OF-WAY LINE CLEARING SERVICES" for Starkville Utilities, dated March 10, 2022, and has included the provisions of the Specifications in his Proposal. The CONTRACTOR further acknowledges that he has received the following addenda:

Addendum No. 1 Dated March 10, 2022

Addendum No. 2 Dated March 23, 2022

The CONTRACTOR hereby proposes to provide to Starkville Utilities (hereinafter called OWNER) electric line right-of-way line clearing services, as required time to time by OWNER; Starkville, Mississippi, upon the terms and conditions herein contained in the ELECTRIC LINE RIGHT-OF-WAY LINE CLEARING SERVICES AGREEMENT, as shown below:

Compensation to the contractor by the OWNER shall be in accordance with proposed rates submitted by the CONTRACTOR with this proposal.

1. BASIS OF CHARGES: LABOR

The rate per hour for labor shall be all inclusive and include any costs of profit, employee benefits and all overhead costs for home office, job site, executive, supervisory, clerical personnel, and the costs of Federal Income Contribution Act, State Unemployment Insurance, Federal Unemployment Tax, required insurance coverages, holidays, vacation, sick leave, etc. .

<u>Classification</u>	<u>Straight Time Rate per Hour</u>	<u>After-Hours Rate per Hour</u>
Working Supervisor	\$ <u>25.80</u>	\$ <u>38.70</u>
Working Foreman	\$ <u>23.69</u>	\$ <u>35.54</u>
Trimmer	\$ <u>20.34</u>	\$ <u>30.51</u>
Groundman	\$ <u>17.33</u>	\$ <u>26.00</u>

2. BASIS OF CHARGES: REQUIRED EQUIPMENT

The rate per hour for equipment shall be all inclusive and include any costs of ownership, licensing, maintenance, insurance, fuel, lubricants, and all other operating costs, except for operators that shall be charged under labor. Further, all small tools and equipment, traffic control signs and devices, hand and power actuated tools and cutters, files, bits, ropes, etc., including all necessary personal protective equipment to provide Electric Line Right-of-Way Line Clearing Services shall also be included in equipment rates.

<u>Classification</u>	<u>Base Rate per Hour</u>	<u>Fuel Adjustment Rate per Hour (Note #1)</u>
Bucket Truck	\$ <u>18.45</u>	\$ <u>+(-) \$1.00/hr</u>
Chipper Truck	\$ <u>9.17</u>	\$ <u>+(-) \$1.00/hr</u>
Pickup Truck	\$ <u>9.01</u>	\$ <u>+(-) \$0.00/hr</u>
Chipper	\$ <u>6.43</u>	\$ <u>+(-) \$1.00/hr</u>
Power Saw	\$ <u>1.30</u>	\$ <u>+(-) \$0.00/hr</u>
Tractor and Bush Hog	\$ <u>18.58</u>	\$ <u>+(-) \$1.00/hr</u>

Note #1: Fuel adjustment rate is based upon a \$1.00/per gallon change in diesel fuel costs above or below assumed cost of \$4.75 per gallon; e.g. if diesel fuel costs goes up \$0.50 per gallon, fuel equipment would be billed per hour at the sum of Base Rate plus prorated amount of Fuel Adjustment Rate (50% of Fuel Adjustment Rate for \$0.50 change in this example).

3. BASIS OF CHARGES: OTHER AVAILABLE EQUIPMENT

The rate per hour for equipment includes the costs of ownership, licensing, maintenance, insurance, fuel, lubricants, and all other operating costs, except for operators that shall be charged under labor. Further, all small tools and other devices or materials incidental to the equipment shall also be included in equipment rates. CONTRACTOR may attach additional sheets as necessary.

<u>Equipment</u>	<u>Base Rate per Hour</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

The CONTRACTOR's cost shall be determined from the supplier's invoices plus transportation charges to the CONTRACTOR's job site.

4. OTHER CONSIDERATIONS:

It is understood by the undersigned that the OWNER retains the privilege of accepting or rejecting all or any part of this proposal and to waive any informalities or technicalities therein. Counter-proposals or qualified bids shall be subject to rejection at the discretion of the OWNER.

It is also understood by the undersigned that the OWNER reserves the right to conduct investigations to evaluate the proposals received and to award the bid for this equipment to the lowest Bidder, who in the OWNER's evaluation will provide the equipment which will be in the best interest of the OWNER.

CONTRACTOR

BY: Stacy Carson

TITLE: President

COMPANY: S&S Line Service, inc

ADDRESS: PO Box 485, Laurel, MS 39441

TELEPHONE NO.: 601-649-9898

DATE SIGNED: March 28, 2022

ELECTRIC LINE RIGHT OF WAY LINE CLEARING SERVICES AGREEMENT

This Agreement made the 28th of March, 2022 between the Owner:

City of Starkville Utilities
P.O. Box 927
Starkville, Mississippi 39670-0927

and the Contractor:

The Contractor is a (check and complete one of the following):

X Corporation solely organized and existing under the laws of the State of MS and
having its principal office in:

Laurel, Jones, Mississippi
(City) (County) (State)

 Partnership of the following (List all Partners)

 Partnership of the following (Sole Proprietorship)

The Contractor's taxpayer identification number is 64-0852073.

THE WORK COVERED BY THIS AGREEMENT IS AS FOLLOWS:

Tree trimming and associated debris removal in the Owner's electric service area.

**THE OWNER AND THE CONTRACTOR AGREE TO THE TERMS SET FORTH IN SECTIONS 1
THROUGH 17, IN THE FOLLOWING DOCUMENT, AS FOLLOWS:**

SECTION 1 CONTRACTED WORK

1.1 SCOPE OF WORK

- A. The Contractor shall trim and remove trees along, under, and over the Owner's electric distribution and transmission lines as specified herein. The Contractor shall trim and cut trees in an environmentally friendly manner, in the ways that reduce or eliminate future maintenance requirements while preserving desirable vegetation. The key objectives are to improve electric system reliability, lengthen maintenance cycles, enhance Owner- Customer relations, and insure safety of Owner's and Contractor's personnel. All tree trimming under this agreement will be performed in an urban area.

SECTION 2 SPECIFICATIONS

2.1 TREE TRIMMING REQUIREMENTS

- A. Tree trimming and pruning shall be performed in accordance with modern arboricultural standards. Drop-crotching, directional trimming and "collar" cuts will be utilized at all times except where mechanical tree saws are used, to minimize stubbing, round-overs and flat top trimming practices.
- B. Tree trimming and pruning shall be performed in accordance with modern arboricultural standards. Drop-crotching, directional trimming, and "collar" will be utilized at all times except where mechanical tree saws are used, to minimize stubbing, round-over, and flat top trimming practices.
- C. Trees shall be trimmed as to provide a maximum clearance from primary conductors. Exceptions will be allowed where this would require the removal of structural limbs that would drastically alter the shape of the tree. Such exceptions should not result in unsafe conditions or jeopardize clearances as outlined in these specifications (see Paragraph B. 4.) should always be obtained. Exceptions from these clearances requirements will be granted as per requirements of regulatory agencies or as required by Owner's designated representative.
- D. Recommended Minimum Tree Clearances from Distribution Primary Conductors:

Rate of Growth	Clearance*	Example Tree Species
Slow	6'	Southern Magnolia, Conifers, Live Oak, Eastern Red Cedar
Moderate	8'	Hickory, Black Cherry, Pecan, Maple, Ash
Fast	10'	Hackberry or Sugarberry, Sweet Gum, Ash, Elm, Sycamore, Willow, Chinese Tallow, Amore

*These are recommended minimal clearances only. Acceptable minimal clearances will be to previous trim line (distance obtained last cycle).

- E. Minimum tree clearances from open wire secondary will be two feet from tree species with slow to moderate re-growth rates; five feet from tree species with fast to very fast re-growth rates or as required by Owner's designated representative.
- F. Minimum clearance for overhanging limbs is to remove those limbs 20' above conductors or those limbs that, if broken, would hinge and contact conductors, whichever is greater. Exceptions will be allowed where this would require the removal of sound, structural limbs that would drastically alter the shape of the tree. Such exceptions shall not result in unsafe limb overhanging the conductors regardless of height, will be removed.

2.2 TREE REMOVAL

- A. All tall growing tree species less than 6" in diameter at the height of 4'-6" above grade will be removed. Trees greater than 6" in diameter at a height of 4'-6" feet above grade will be trimmed only. Removal of trees greater than 6" in diameter shall be done only when the Contractor is directed to do so by the Owner's designated representative. If permission to remove trees less than 6" in diameter cannot be obtained from property owner, the tree shall be trimmed as a per clearance requirements in Paragraph "B" above, with refusal form completed and forwarded to the Owner's designated representative.
- B. Removal Criteria shall be as follows:
 - 1. Undesirable fast-growing tree species.
 - 2. Trees which cannot be economically re-trimmed because of rapid re-growth.
 - 3. Trees which are left unsightly because of excess trimming.
 - 4. Trees in school yards, parks, and other obvious locations where children could climb and contact conductors.
 - 5. Dead, dying, live defective, decayed, shallow rooted, leaning trees which endanger the safe operation and maintenance of energized primary lines.
 - 6. Trees where adequate clearance cannot be obtained (i.e. side trimming tree trunks within 5 feet of primary conductors).
- C. Trees will be removed as close to ground level as possible.
- D. Removal of large trees over 6" in diameter should be authorized by the Owner's representative.
- E. Stumps that are capable of re-sprouting will be treated with an approved herbicide unless in situations prohibited by product label. Stump treatments shall be done according to label recommendations.
- F. Vines shall be cut and removed from poles, guy wires, and pole braces.
- G. Trees should not be removed when:
 - 1. Owner's overhead lines are not directly involved.

2. Low growing trees or shrubs that cause little interference with electric service.
3. A service line is the only line involved.

2.3 WOOD WASTE DISPOSAL

- A. Brush and debris shall be removed from public and private property and disposed of at a dumping location that meets local, state, and federal requirements and is solely the responsibility of the Contractor.

SECTION 3 SUPERVISION

- A. The OWNER does not reserve any right to control the methods or manner of performance of the work by the CONTRACTOR. The CONTRACTOR, in doing the work herein called for, shall not act as an agent or employee of the OWNER, but shall be and act as an independent CONTRACTOR, and shall be free to perform the work by such methods and in such manner as the CONTRACTOR may choose, furnishing all equipment, and doing everything necessary to perform such work properly and safely, having supervision over and responsibility for the safety and actions of his employees, and control over and responsibility for his equipment. The OWNER may at all times have the right to have its authorized representative inspect the work, not for any purpose or reserved right of controlling the methods and manner of the performance of the work, but in order to assure that all work complies with the requirements of the Agreement.
- B. CONTRACTOR shall provide and maintain at its own expense all such safeguards as will effectively prevent accident or damage to property or person during the prosecution of the work. CONTRACTOR's safety rules and regulations shall be applicable to all work performed hereunder. CONTRACTOR shall be solely responsible for job safety.
- C. CONTRACTOR shall employ an ample force of workers and supervisory personal and shall prosecute the work in a prompt, diligent, and professional manner and in strict accordance with specifications. Any equipment that are to be furnished by CONTRACTOR hereunder shall be furnished in sufficient time to enable CONTRACTOR to perform and complete the work within the time or times required by OWNER.
- D. CONTRACTOR represents that it is fully experienced and properly qualified to perform the work, and that it is properly equipped, organized, and financed to perform such work. CONTRACTOR represents that it is properly licensed and qualified to do business in all governmental jurisdictions in which the work is to be performed, and that it will maintain such licenses and qualifications throughout the term of this Agreement. Upon written request by OWNER, CONTRACTOR shall promptly furnish to OWNER such evidence as OWNER may require relating to CONTRACTOR's ability to perform fully this Agreement in the manner and within the time required by OWNER.
- E. CONTRACTOR specifically agrees that CONTRACTOR is an independent CONTRACTOR and an employing unit subject as an employer to all applicable unemployment compensation, Occupational Safety & Health Act ("OSHA"), and similar laws so as to relieve OWNER of any responsibility or liability for treating CONTRACTOR's employees as employees of

OWNER for the purpose of their safety or keeping records, making reports or paying any payroll taxes or contribution for such persons; and CONTRACTOR agrees to indemnify and hold OWNER harmless and reimburse it for any expense or liability incurred under such laws in connection with the employees of CONTRACTOR.

- F. CONTRACTOR shall be solely responsible for training its own employees and assuring that those employees are fully aware of the hazards associated with the work, including, but not limited to, the hazards of working on or around energized electrical facilities. CONTRACTOR assumes full responsibility for compliance with OSHA.

SECTION 4 WORKMANSHIP AND CONDUCT OF CONTRACTOR'S EMPLOYEES

- A. CONTRACTOR warrants that it is competent to do the work in a safe manner and agrees to employ none but qualified foremen and skilled workmen on work requiring special qualifications and to at all times enforce strict discipline and good order among employees and others carrying out the Agreement. CONTRACTOR shall not hire or retain employees who are not sober, who are negligent, careless or incompetent or otherwise unfit to perform the work assigned them, or who (except as authorized by law) sell, purchase, transfer, possess or use controlled substances or marijuana on the job site or otherwise violate the law. CONTRACTOR shall require his employees to abide by all regulations, security measures, and procedures of the project. CONTRACTOR shall employ, discharge, pay, control or direct its employees and shall not permit them to directly or indirectly interfere with the employees of OWNER or other Contractors in the performance of their work, or the OWNER in the inspection of the work. It shall be the duty of CONTRACTOR to adequately train and supervise its agents, representatives, employees in all matters relating to safety and job performance.
- B. The public relations of the OWNER shall be given due and practicable consideration at all times. The CONTRACTOR and his employees shall be courteous in all of their communications with property owners. All of the CONTRACTOR's personnel and equipment shall be neat and orderly in behavior and appearance. Complaints received from property owners shall be immediately reported by the CONTRACTOR to the OWNER.
- C. CONTRACTOR agrees to immediately remove, at OWNER's request, any person carrying out the Agreement due to misconduct or any other sound reason for removal. Should CONTRACTOR fail or refuse to immediately take such action, OWNER may issue a stop work order suspending all or any part of the work or may terminate the Agreement pursuant to Section 8 herein. No part of the time lost due to any such stop work order shall constitute a claim for extension of the Agreement time or for excess costs or damages by CONTRACTOR.

SECTION 5 INSPECTION OF WORK

- A. The OWNER reserves the right, but shall not be obligated, to appoint inspectors to follow the progress of the work with authority to suspend work not in accordance with the Agreement. Acceptance or approval by the inspector shall in no event be deemed to constitute final acceptance of same by the OWNER. The inspection by the OWNER's inspector shall not

relieve the CONTRACTOR of any responsibility for the proper performance of the work. Inspection by the OWNER's inspectors shall not be deemed to be supervision by the OWNER of the CONTRACTOR, its agents, servants, or employees, but shall be only for the purpose of assuring that the work complies with the Agreement. All persons employed by the CONTRACTOR in performance of any work under this Agreement shall be employees of the CONTRACTOR and shall not be deemed to be employees of the OWNER for any purpose whatever.

SECTION 6 QUALITY CONTROL

- A. The quality of the work shall be checked by an OWNER's representative and the CONTRACTOR's General Supervisor at least monthly, or more frequently if requested by the OWNER. The Quality Control check shall consist of, but not be limited to, checking selected work locations for compliance with SPECIFICATIONS. A Quality Control sheet shall be prepared upon completion of the inspection. If serious discrepancies are discovered, all work locations, back to the last Quality Control check, shall be re-inspected and all discrepancies corrected at no cost to the OWNER.

SECTION 7 TERM OF CONTRACT

- A. The term of this Agreement shall be for an initial period of two (2) years and shall be commenced at any time after the agreement is signed by both parties and the insurance required in Article 9 of this document is in effect and a certificate of insurance has been provided by the Contractor to the Owner.
- B. After the initial two (2) year term, this agreement may be extended a maximum of two (2) additional one (1) year periods when mutually agreed by the Owner and Contractor.

SECTION 8 TERMINATION OF THE CONTRACT

- A. The Agreement can be terminated for convenience (a) by the OWNER by giving thirty (30) days written notice thereof to the CONTRACTOR or (b) by the CONTRACTOR by giving sixty (60) days written notice thereof to the OWNER, with termination to occur at the end of the notice period or at a later date as stated in the notice.
- B. In the event of a termination hereunder, the CONTRACTOR will be paid for all work performed to the date of termination, but will not be paid for any work not performed or for any anticipated profits on work not performed or for any loss or damage with respect to any equipment or materials purchased for anticipated use in the work or for payments, taxes or benefits to or for personnel anticipated to be employed in the performance of the work.
- C. This agreement may be terminated by either party upon thirty (30) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event this agreement should be terminated by the Owner, the Contractor shall be paid his compensation for services performed prior to receipt of written notice of such

termination. In all cases where termination has resulted due to one party failing substantially to perform in accordance with the terms of this agreement, such party will remain liable to the other for all damages incurred as a result of breach of this agreement.

- D. The agreement may be terminated by either party upon thirty (30) days written notice should either party be unable to substantially perform in accordance with its terms due to circumstances beyond the control of the parties. In the event of such termination, neither party will remain liable to the other for damages incurred as a result of such termination.

8.2 INDEMNIFICATION

- A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and its agents and employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party of person described in the paragraph.
- B. In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' or workman's' compensation acts, disability benefit acts or other employee benefit acts.

SECTION 9 INSURANCE REQUIREMENTS

9.1 INSURANCE

- A. The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Mississippi Such insurance as will protect the Contractor and the Owner from claims set forth below which may arise out of or result from the Contractor's operations under this agreement:
 - 1. Claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed;
 - 2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
 - 3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

4. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;
 5. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
 6. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of motor vehicle;
 7. Claims involving contractual liability insurance applicable to Contractor's obligation under Paragraph 7.1.
- B. The Contractor's limits of liability shall be written for not less than the following:
1. GENERAL LIABILITY:

Commercial General Liability	
General Aggregate.....	\$2,000,000 Aggregate
Products & Completed Operations.....	\$2,000,000 Aggregate
Personal & Advertising Injury.....	\$1,000,000 Per Occurrence
Bodily Injury and Property Damage.....	\$1,000,000 Per Occurrence
Fire Damage Liability	\$50,000 Per Occurrence
Medical Expense	\$5,000 Per Occurrence
 2. OWNERS & CONTRACTORS PROTECTIVE LIABILITY

Bodily Injury & Property Damage	\$1,000,000 Aggregate
Bodily Injury & Property Damage	\$500,000 Per Occurrence
 3. AUTOMOBILE LIABILITY:

(Owned, non-owned & hired vehicles)

Contractor Insurance Option Number 1:

Bodily Injury & Property Damage	\$ 500,000 Per Occurrence
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(Combined Single Limit)

Contractor Insurance Option Number 2:

Bodily Injury	\$250,000 Per Person
Bodily Injury	\$500,000 Per Accident
Property Damage	\$100,000 Per Occurrence
 4. EXCESS LIABILITY:

Bodily Injury & Property Damage	\$1,000,000 Aggregate
---------------------------------------	-----------------------

(Combined Single Limit)
 5. WORKERS' COMPENSATION:

As required by Statute
 6. EMPLOYERS' LIABILITY

Accident.....	\$100,000 Per Occurrence
Disease.....	\$500,000 Policy Limit
Disease.....	\$100,000 Per Employee

9.2 CERTIFICATE OF INSURANCE

- A. Contractor shall furnish three copies of a standard Certificate of Insurance Form to the Owner setting forth evidence of all coverage required in Paragraph 9.1 above. The Contractor shall also furnish two copies of any endorsements that are subsequently issued amending limits of coverage or effective dates or policies.
- B. If the coverage's are provided on a claims-made basis, the policy date or retroactive date shall predate the date of this agreement. Insurance coverage must be maintained by the Contractor until work under this agreement is complete.

SECTION 10 LAWS, RULES, REGULATIONS, CODES AND ORDINANCES

- 10.1 CONTRACTOR shall comply at all times with all Federal, State, County, and Municipal laws, ordinances and regulations that in any manner affect the Agreement and its performance. He shall comply with all such laws, ordinances and regulations applicable to the work, including obtaining permits and licenses, disposing of debris resulting from the work, inspection of equipment and licensing members of the crew.
- 10.2 CONTRACTOR shall require all of his agents and employees to observe and comply with the said laws, ordinances and regulations, and the CONTRACTOR expressly binds himself to defend, indemnify and save harmless the OWNER and its officers, agents, servants and employees from and against all claims, demands, suits or actions of every kind and nature presented or brought for any claim or liability arising from or based on the violation of any such law, ordinance or regulation on the part of the CONTRACTOR, or his agents, servants or employees.
- 10.3 It is a policy of the OWNER that employees shall not be involved with the unlawful use, possession, sale, or transfer of drugs or narcotics in any manner which may impair an individual's ability to perform assigned duties or otherwise adversely affect the OWNER's business interests; and further, that employees shall not possess alcoholic beverages in the work place or consume alcoholic beverages in association with working hours. This policy will apply to all persons performing work for the OWNER or visiting OWNER property.

SECTION 11 SUBROGATION

- 11.1 This Agreement is considered one for the personal services of the CONTRACTOR, and the CONTRACTOR shall not subcontract the whole or part of the work to others without the prior written consent of the OWNER. This Agreement shall inure to and be binding upon the successors and assigns of the parties hereto, but the CONTRACTOR shall not assign, directly or indirectly, this Agreement or any of his rights or performance obligations without prior written consent of the OWNER.

SECTION 12 WORK ON PUBLIC RIGHTS-OF-WAY AND PRIVATE PROPERTY

- 12.1 The CONTRACTOR shall be responsible for the preservation of all public and private property along and adjacent to the work, including roads, walks, fences, utility lines, pipes, conduits, etc., whether above ground or underground, and shall use every precaution necessary to prevent damage

or injury thereto. When or where any direct or indirect damage or injury is done to such public or private property by or on account of any act or omission of the CONTRACTOR in the performance of the work, such property shall be restored by the CONTRACTOR at his expense to a condition substantially equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring same.

SECTION 13 CONTRACT RATES

13.1 HOURLY RATES

- A. The Owner will pay the Contractor in current funds for the work performed by employees of the Contractor and for the equipment used by the Contractor at the following rates:

LABOR	REGULAR HOURLY RATE PER EMPLOYEE	STORM HOURLY RATE PER EMPLOYEE
Supervisor	\$25.80	\$38.70
Foreman	\$23.69	\$35.54
Trimmer	\$20.34	\$30.51
Groundman	\$17.33	\$26.00

EQUIPMENT	HOURLY RATE PER VEHICLE ("BASE RATE")	FUEL COST ADJUSTMENT RATE (BASED UPON \$1.00/GALLON CHANGE IN FUEL COST)
Bucket Truck	\$18.45	+(-) \$1.00/hr
Chipper Truck	\$9.17	+(-) \$1.00/hr
Pick-up Truck	\$9.01	\$0.00
Chipper	\$6.43	+(-) \$1.00/hr
Power Saw	\$1.30	\$0.00
Tractor & Bush Hog	\$18.58	+(-) \$1.00/hr

- B. Payments by Owner will be made based upon hours actually worked by the Contractor. Time starts at mobilization and ends when the Contractor returns to a mutually agreed upon base.

The size and makeup of the crew or crews and the equipment to be utilized will be agreed upon by the Owner and the Contractor prior to beginning work on the project and are subject to change by the Owner with thirty (30) days written notice to the Contractor. Overtime rates will be paid by the Owner only when agreed upon by both parties to this agreement.

13.2 FUEL COST ADJUSTMENTS

- A. The parties acknowledge that it is difficult to project the future cost of fuel during the Term of this Agreement. Accordingly, the parties agree to adjust the equipment hourly rates to reflect an increase or decrease in the cost of fuel based upon:
1. Contractor's initial bid hourly rates for equipment ("BASE RATE") based upon diesel fuel cost of \$4.75 per gallon; and,
 2. Contractor's submitted escalation/de-escalation cost in dollars ("ADJUSTMENT RATE") for each \$1.00 per gallon change in diesel fuel cost; prorated based upon actual costs increase or decrease,
 3. Monthly fuel adjustments based on the price index by the EIA for the southeast region for the most recent month.

SECTION 14 PAYMENTS

14.1 PROGRESS PAYMENTS

- A. The Contractor shall submit invoices to the Owner monthly for the work performed during the previous month. Invoices shall be delivered to the owner by the 18th day of the month in order to be approved for payment the following month. The Owner will pay the Contractor in accordance with the rates contained herein for approved work indicated on monthly invoices. The Contractor shall supply weekly time sheets with each invoice. Timesheets shall show the following:
1. Labor and equipment types with associated hours
 2. Number of trees trimmed
 3. Number of trees removed by diameter class
 4. Location of work performed
- B. The contract price set forth under Article 13 shall represent the total of all sums due to the Contractor for work performed under this contract and no order of the Owner or any of their employees, either verbal or written, shall modify or act as a waiver of the contract price. The contract price shall not be modified in any fashion except upon the anniversary date at which time the rate may be adjusted upward by no more than 75% of the Consumer Price Index for Urban Consumers compiled by the United States Commerce Department.

SECTION 15 COUNTERPARTS

15.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same instrument.

SECTION 16 NO WAIVER

16.1 OWNER's failure to insist on performance of any term, condition, or instruction, or to exercise any right or privilege included in this Agreement, or its waiver of any breach, shall not thereafter waive any such term, condition, instruction, right, privilege, or breach. No waiver by OWNER of any breach of any provision of this Agreement shall be effective unless expressly set forth in writing and signed by OWNER's representative.

SECTION 17 ENTIRE AGREEMENT

17.1 This Agreement embodies the entire agreement between CONTRACTOR and OWNER concerning the subject matter hereof. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth herein. Except as otherwise provided herein, no changes, modifications, or amendments of any of the terms and conditions hereof shall be valid unless agreed to by the parties in writing and signed by their authorized representatives.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the day and date first written above.

CITY OF STARKVILLE UTILITIES

ATTEST:

SIGNATURE: _____

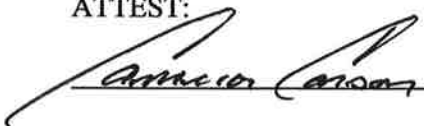
NAME: _____

TITLE: _____

DATE: _____

CONTRACTOR

ATTEST:

 _____

SIGNATURE:  _____

NAME: Stacy Carson

TITLE: President

DATE: March 28, 2022

State of Mississippi

BOARD OF CONTRACTORS

S & S LINE SERVICES, INC.

POST OFFICE BOX 485

LAUREL, MS 39441

ACTIVE

is duly registered and entitled to perform

1) CLEARING, GRUBBING, SNAGGING 2) RIGHT OF WAY TRIMMING

We have herewith set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 8 day of Oct., 2024



CERTIFICATE OF RESPONSIBILITY

No. 10619-SC

Expires Oct. 8, 2022

Joel A. Canell

CHAIRMAN OF THE BOARD

25. CONSIDERATION TO ACCEPT THE LOWEST QUOTE FROM COLUMBUS FENCE COMPANY LLC TO INSTALL A FENCE AROUND THE ACADEMY/SOUTH MONTGOMERY WATER TREATMENT PLANT IN THE AMOUNT OF \$7,275.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the April 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval to accept the lowest quote from Columbus Fence Company LLC to install a fence around the Academy/South Montgomery water treatment plant in the amount of \$7,275.00” is enumerated, this consent item is thereby approved.

Quotes received: Columbus - \$7,275.00 and Bryce Morgan -\$9,200.00

26. CONSIDERATION OF A 5-YEAR RENTAL OF A KONICA ALL-IN-ONE COPIER ON STATE CONTRACT FOR \$159.00 PER MONTH FROM JT RAY COMPANY.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the April 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval of a 5-year rental of a Konica all-in-one copier on state contract for \$159.00 per month from JT Ray Company” is enumerated, this consent item is thereby approved. The rental agreement follows this page.

27. CONSIDERATION TO ACCEPT THE LOWEST QUOTE FROM FLUID PROCESS AND PUMPS LLC TO PURCHASE AN IMPELLER FOR A 60HP FAIRBANKS PUMP IN THE AMOUNT OF \$7,325.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the April 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval to accept the lowest quote from Fluid Process and Pumps LLC to purchase an impeller for a 60hp Fairbanks pump in the amount of \$7,325.00” is enumerated, this consent item is thereby approved.

2 Quotes Received: Fluid Process - \$7,325.00 and Electric Motors - \$9,950.00



2022 US 45, Suite C
Columbus, MS 39705
Phone: (662) 842-9410
Fax: (662) 842-9467
www.jtrayco.com

Date	3/24/2022
Customer	Starkville City of Starkville Utilities
Contact	Joel Clements Jr. IT Director
Email	joel.clements@cityofstarkville.org
Phone	662-323-2525/662-418-0814
Location	605 Hwy 182 East, Starkville, MS 39759

Equipment

Konica Minolta bh C360i

36 pages per minute Color Print/Copy
Dual Scan Document Feeder (200 originals per minute)
PC-416 Paper Feed Drawer (2500 sheets Letter only)
Line Monitor/Surge Protector
System Memory 8 GB
Solid State Drive 256 GB (standard)
Network Printing
BANNER PRINTING (11.69" X 47.24")
Scan-to-Email, Scan-to-FTP, Scan-to-SMB, Scan-to-HDD
Scan and print to usb
2-500 sheet paper trays (standard)
1 ea 100 sheet bypass tray

36 Month Rental	48 Month Rental	60 Month Rental
\$229.00	\$189.00	\$159.00

20KA12760 State of Mississippi 8200050619 Contract

Service/Maintenance Contract

Full Service includes all parts, labor, and supplies except paper and staples. \$0.0099 per black and white impression and \$0.0650 per color impression.

JT Ray Co. Rep	William Sullivan	Email:	williamsullivan@jtrayco.com
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RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between The City of Starkville (hereinafter referred to as Customer), and JT Ray Company (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

- A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.
- B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the

equipment and to a telephone for local or toll free calls.

- C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.
- D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.
- E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

- 6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

- 7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

- A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.
 - 1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.
 - 2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
- B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.
- C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which

was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.
10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:
 - A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.
 - B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.
 - C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.
11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence, which the Customer shall not unreasonably withhold.
12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:
 - A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. **ASSIGNMENT:** The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.
14. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.
15. **NOTICE:** Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:

Name William Sullivan
Title ACCOUNT EXECUTIVE
Address 2022 US 45 SUITE C
City, State, & Zip Code COLUMBUS, MS 39705

For the Customer:

Name Lynn Spruill
Title Mayor
Address 110 West Main Street
City, State, & Zip Code Starkville, MS 39759

16. **WAIVER:** Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.
17. **CAPTIONS:** The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.
18. **SEVERABILITY:** If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
19. **THIRD PARTY ACTION NOTIFICATION:** Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.
20. **AUTHORITY TO CONTRACT:** Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.
21. **RECORD RETENTION AND ACCESS TO RECORDS:** The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.
22. **EXTRAORDINARY CIRCUMSTANCES:** If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to compl

with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. **TERMINATION:** This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.
24. **AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
25. **MODIFICATION OR RENEGOTIATION:** This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.
26. **WARRANTIES:** Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.
27. **E-VERIFY COMPLIANCE:** If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both -- in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.
28. **HARD DRIVE SECURITY:** Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.
29. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.
30. **TRANSPARENCY:** This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to

the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

31. **COMPLIANCE WITH LAWS:** The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200050619

Vendor Company Name: IT RAY COMPANY

Customer Agency Name: The City of Starkville, Starkville Utilities

Bill to Address: 200 North Lafayette

Ship to Address: 605 Hwy 182 East, Starkville, MS 39759

Description of Equipment, Software, or Services

Price

\$189.00

48 MONTH FMV LEASE FOR KONICA MINOLTA bh
C360i, DF-714, PC-416, SURGE PROTECTOR

Delivery Schedule and Installation Date:

Rental Term: 48 MONTHS

Start Date: 4/13/2022

End Date: 4/12/2026

Modifications: FULL SERVICE CONTRACT - \$0.0099 PER BLACK AND WHITE IMPRESSION
AND \$0.0650 PER COLOR IMPRESSION. INCLUDES ALL PARTS, LABOR, AND SUPPLIES
(TONER, DRUM, ETC.) DOES NOT INCLUDE PAPER AND STAPLES.

Vendor Signature



Customer Signature

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the _____ day of _____, 20____.

Vendor: IT Ray Company

By: _____
Authorized Signature

Printed Name: William Sullivan

Title: Account Executive

WITNESS:

Witness my signature this the 5th day of April, 2022.

Customer: The City of Starkville

By:  _____
Authorized Signature

Printed Name: Lynn Spruill

Title: Mayor

WITNESS:

Lisa Hardin

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill noted that the State has renewed the 2% funding request by the City of Starkville.

BOARD OF ALDERMEN COMMENTS:

Aldermen Brooks noted Park Mobile parking app had been in use for three weeks and he had not heard of any major problems with the usage.

28. MOTION TO AMEND THE AGENDA AND CONSIDER EXTENDING TRASH BAG CUSTOMER PICK UP UNTIL THE END OF DAY ON FRIDAY, APRIL 29.

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, for the Board of Aldermen to amend the agenda and extend trash bag customer pick up until the end of day on Friday, April 29, 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.

Alderman Vaughn thanked the Sanitation Department for the kindness the employees show children along the routes by waving and blowing of the horn.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, appreciated the civil defense sirens during a recent tornado warning. He also thanked the City for camera usage to keep citizens safe.

Kayla Williams of the Mayor's Youth Council thanked the officials for their support and noted the council will be hosting a bus driver breakfast on April 27.

Willard Thomas asked that the City look at Thomas Street near the Post Office and see if a street sign can be placed there.

PUBLIC APPEARANCES:

RAYFIELD EVINS, JR. – WATER ISSUES

Mr. Evins asked that the City contact C'Spire about a trench cut through his yard which is collecting water. He stated he had been unsuccessful contacting someone with C'Spire that could solve the issue and hoped the City could expedite a solution.

YULANDA HADDIX – 2022 JUNETEENTH

Ms Haddix along with Frank Nichols asked the City for assistance with the upcoming five-day event in June. They discussed various events that are being planned and that they had applied for special event permits. Their goal is to have city wide participation.

PUBLIC HEARING:

FIRST PUBLIC HEARING TO EXTEND THE LEISURE AND RECREATION DISTRICT TO ADKERSON WAY AND COLLEGEVIEW AND THE COLLEGEVIEW DEVELOPMENT.

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

29. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Carver, duly seconded by Alderman Brooks, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of March 28, 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	\$ 458,178.94
Restricted Police Fund	002	357.50
Airport Fund	015	528,367.74
Sanitation	022	57,911.53
Computer Assessments	107	175.00
Industrial Park Bond	303	63,169.26
Park and Rec Tourism	375	19,837.30
Park Bond - 2020	380	686,112.82
Payroll	681	7,955.60
Sub Total Before Utilities		\$ 1,822,065.69
Utilities Dept.	SED	517,422.04
Total Claims	Total	\$ 2,339,487.73

30. MOTION TO RECESS UNTIL APRIL 19, 2022 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Sistrunk, for the Board of Aldermen to recess the meeting until April 19, 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.

Attest:

D. LYNN SPRUILL, MAYOR

(SEAL)

LESA HARDIN, CITY CLERK