

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

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on July 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 Deputy City Clerk Joanna McLaurin.

Mayor Lynn Spruill opened the meeting with the Pledge of Allegiance followed by a moment of silence.

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

The Mayor then asked for any revisions to the Official Agenda.

There being no 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 Brooks offered a motion, duly seconded by Alderman Rupp, to approve the July 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: Absent
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.

Alderman Beatty joined the meeting via teleconference

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
REGULAR MEETING OF TUESDAY, JULY 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 JUNE 7, 2022 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE JUNE 17, 2022 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE JUNE 17, 2022 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS: Ben Carver, recognition of 7U Championship Baseball Team

VI. CITIZEN COMMENTS**VII. PUBLIC APPEARANCES****VIII. PUBLIC HEARING**

FIRST PUBLIC HEARING ON THE REDISTRICTING PLAN DEVELOPED FOR THE 2020 CENSUS AND THE FINAL ANNEXATION ORDER.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF SEEKING PROPOSALS FOR LOBBYING SERVICES ON BEHALF OF THE CITY OF STARKVILLE.

B. CONSIDERATION OF ADDING COLLIER ROAD TO THE IMPROVEMENT SCHEDULE IN A 50/50 SHARED ARRANGEMENT WITH OKTIBBEHA COUNTY FOR THE IMPROVEMENTS WITH A TOTAL NOT TO EXCEED AMOUNT OF \$27,000.

C. DISCUSSION AND CONSIDERATION OF THE PLANNED CAPITAL STREET OVERLAY AND IMPROVEMENT PROJECTS TO BE PAID FOR BY THE BONDS FUNDED THROUGH THE ANNUAL RECEIPT OF THE USE TAX FUNDS AS APPROVED BY THE BOARD OF ALDERMEN AT THE BOARD

MEETING OF JUNE 21, 2022.

D. CONSIDERATION OF SEEKING REQUESTS FOR QUALIFICATIONS FROM ENGINEERING FIRMS ON THE PROPOSED EXTENSION OF HOSPITAL ROAD AND STARK ROAD AS FUNDED BY THE STATE OF MISSISSIPPI IN THE 2021 LEGISLATIVE TERM.

E. REQUEST APPROVAL OF STATEWIDE MUTUAL AID COMPACT AMONG THE STATE OF MISSISSIPPI, MISSISSIPPI EMERGENCY MANAGEMENT AGENCY, EACH COUNTY AND MUNICIPALITY, AND THE MISSISSIPPI BAND OF CHOCTAW INDIANS FOR RECIPROCAL EMERGENCY AID AND ASSISTANCE IN CASE OF EMERGENCIES PURSUANT TO SECTION 33-15-19(A) OF THE MISSISSIPPI CODE OF 1972, AS AMENDED.

X. BOARD BUSINESS

A. CONSIDERATION OF APPROVING SHARING THE COST OF THE PURCHASE OF A NEW CHRISTMAS TREE WITH THE MAIN STREET ASSOCIATION IN AN AMOUNT NOT TO EXCEED \$10,000.

XI. DEPARTMENT BUSINESS**A. AIRPORT**

1. REQUEST APPROVAL FOR THE CLEARWATER CONSULTANTS, INC WORK AUTHORIZATION NUMBER 22-02 FOR THE 2023 MDOT MULTI-MODAL PROJECT MM-0068-1123 FOR IMPROVEMENTS TO THE SOUTH HANGER APRON AND PARKING AREA AT GEORGE M. BRYAN FIELD.

2. REQUEST APPROVAL TO REJECT CONTRACT B BID FROM T&M STEEL FOR SITE WORK AND ERECTION OF A CORPORATE HANGAR AND TAKE UNDER ADVISEMENT CONTRACT A BID FROM ERECT-A-TUBE FOR THE MANUFACTURE SUPPLY AND DELIVERY OF CORPORATE HANGAR BUILDING AT GEORGE M. BRYAN FIELD

3. REQUEST APPROVAL TO RE-ADVERTISE FOR BIDS FOR THE SITE WORK REGARDING THE MDOT 2022 CORPORATE HANGAR PROJECT AND TO ADVERTISE FOR BIDS FOR THE MDOT 2023 SOUTH HANGER RAMP EXPANSION, RENOVATION AND RELATED WORK PROJECT AT GEORGE M. BRYAN FIELD

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. DISCUSSION AND CONSIDERATION OF A SPECIAL EVENT REQUEST BY MISSISSIPPI STATE STUDENT ASSOCIATION TO HOLD THE 2022 BULLDOG BASH ON OCTOBER 21ST AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.

2. DISCUSSION AND CONSIDERATION OF CALLING FOR TWO PUBLIC HEARINGS FOR UPDATING AND AMENDING THE UNIFIED DEVELOPMENT CODE

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF ACCEPTING THE QUOTE FROM SPRINGER ENGINEER, INC. FOR PROFESSIONAL ENGINEERING SERVICES TO ASSESS THE CONDITION OF SAND ROAD AND PROVIDE PRELIMINARY ROADWAY IMPROVEMENT OPTIONS.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JUNE 27, 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 BRIDGETTE SMITH AS A PERMIT SERVICES TECHNICIAN IN THE COMMUNITY DEVELOPMENT DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE STEPHEN NANTEL AS A DRIVER IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION AND APPROVAL TO PURCHASE FERTILIZER FOR FIELDS AT CORNERSTONE PARK IN THE AMOUNT OF \$7,589.00.
2. CONSIDERATION AND APPROVAL TO PURCHASE TRASH CANS AND PICNIC TABLES FOR CORNERSTONE PARK NOT TO EXCEED THE AMOUNT OF \$64,475.00.
3. REQUEST AUTHORIZATION TO EXECUTE CHANGE ORDER #7 FOR T&M STEEL PHASE III OF THE CORNERSTONE CONTRACT IN THE AMOUNT OF \$12,773.00 FOR ADDITIONAL DUCTWORK FOR THE C-SPIRE LINE, AND CONDUITS ON THE CONCESSIONS BUILDING.

J. POLICE DEPARTMENT

1. POLICE

THERE ARE NO ITEMS FOR THIS AGENDA

2. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

1. REQUEST APPROVAL FOR CONSIDERATION TO RETURN TO RENTAL AND MAINTENANCE OF CITY UNIFORMS BY A UNIFORM SERVICE FROM THE LOWER QUOTE OF \$280.53 PER WEEK FROM UNIFIRST AND ENTER IN A RELATED SERVICE CONTRACT.

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO PURCHASE FOUR (4) MILTON ROY G SERIES MACROY 150 PSI METERING PUMPS FOR THE BLUEFIELD AND SOUTH MONTGOMERY WATER TREATMENT PLANTS FROM CENTRO INC IN THE AMOUNT OF \$12,594.36.
2. REQUEST EMERGENCY AUTHORIZATION TO LEASE TWO GODWIN 8" DIESEL PUMPS FOR THE WASTEWATER TREATMENT PLANT UNTIL THE FORCEMAIN CAN BE REPAIRED FROM HYDRA SERVICE INC IN THE AMOUNT OF \$12,794.00 PER MONTH.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

- Personnel

XV. OPEN SESSION

XVI. RECESS UNTIL JULY 19, 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 – 24:

2. CONSIDERATION OF THE MINUTES OF THE JUNE 7, 2022 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the June 7, 2022 meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE JUNE 17, 2022 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the June 17, 2022 Special Call meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF THE MINUTES OF THE JUNE 17, 2022 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the June 17, 2022 meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF SEEKING PROPOSALS FOR LOBBYING SERVICES ON BEHALF OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval of seeking proposals for lobbying services on behalf of the city of Starkville” is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF ADDING COLLIER ROAD TO THE IMPROVEMENT SCHEDULE IN A 50/50 SHARED ARRANGEMENT WITH OKTIBBEHA COUNTY FOR THE IMPROVEMENTS WITH A TOTAL NOT TO EXCEED AMOUNT OF \$27,000.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 5, 2022 Official Agenda, and to accept items for consent, whereby the “addition of Collier Road to the improvement schedule in a 50/50 shared arrangement with Oktibbeha county for the improvements with a total not to exceed amount of \$27,000” is enumerated, this consent item is thereby approved.

7. DISCUSSION AND CONSIDERATION OF THE PLANNED CAPITAL STREET OVERLAY AND IMPROVEMENT PROJECTS TO BE PAID FOR BY THE BONDS FUNDED THROUGH THE ANNUAL RECEIPT OF THE USE TAX FUNDS AS APPROVED BY THE BOARD OF ALDERMEN AT THE BOARD MEETING OF JUNE 21, 2022.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the planned capital street overlay and improvement projects to be paid for by the bonds funded through the annual receipt of the use tax funds as approved by the board of aldermen at the board meeting of June 21, 2022” is enumerated, this consent item is thereby approved. The approved plan follows this page.

PROJECT REPORT

USE TAX BOND STREET IDENTIFICATION

PROJECT NUMBER: 22025



CITY OF STARKVILLE
STARKVILLE, MS

PREPARED BY:

CITY OF STARKVILLE
ENGINEERING DEPARTMENT

DATE: JUNE 2022

In June 2022, the Board of Aldermen authorized the issuance of public improvement bonds in an amount not more than \$10 million. One purpose for this is the construction, improvement, and paving of streets, sidewalks, and parkways. The Engineering Department has been tasked with providing a list of streets for consideration to be paved with these funds beginning next summer.

Beginning with the sections of roadway identified in the 2022-2025 Capital Improvement Plan (CIP), which was approved by the Board of Aldermen in December 2021, the Minor Arterial and Collector roads were selected due to the amount of traffic on these roadways. These roads were then broken down into Phases I and II based on expected impacts from future construction projects, such as the BUILD Grant and the Main Street Corridor Project. The Utilities Department was also consulted to identify if any of the streets had future, or potential future, projects planned. These sections, as well as sections impacted by the BUILD Grant and Main Street, were included within Phase II. Tables 1-2 below show the streets identified for inclusion in each phase based on roadway classification and the current CIP project year.

Table 1. Phase I – No Anticipated Utility Issues or Nearby Projects

Street	Project Limits		CIP Project Year
	(from)	(to)	
Minor Arterial Roads			
Jackson	Main	Hwy 12	1
Academy	Montgomery	Louisville	2
Industrial Park	Lynn	RR Tracks	2
Lampkin	Fellowship	Washington	2
Montgomery	Locksley	Yellowjacket	2
Abernathy	Hwy 25	Stark	3
Louisville	Lynn	Previous Overlay	3
Industrial Park	Lynn	Louisville	5
Old West Point	Garrard	City Limits	5
Collector Roads			
Greenfield	Montgomery	Evergreen	4
E. Jones Jr.	Hwy 182	West Main	4
West Main	Cushman	Raymond	4
Fellowship	University	Russell	5
Hiwassee	Carver	Garrard	5
Rockhill	Hwy 82 Bridge	City Limits	5
S. Washington	RR Bridge	Gillespie	5
Willow	Hwy 12	Sycamore	5

The total length of roadway anticipated for Phase I is 8.34 miles.

Table 2. Phase II – Anticipated Utility Issues or Nearby Projects

Street	Project Limits		CIP Project Year
	(from)	(to)	
Minor Arterial Roads			
Montgomery	Hwy 182	Critz	3
Montgomery	Greenfield	Garrard	4
Greensboro	Whitfield	Louisville	4
Jackson	Main	Hwy 182	4
Old West Point	Hwy 182	Broad	4
Spring	Russell	Hwy 12	4
Montgomery	Hwy 182	Lampkin	5
Whitfield	Greensboro	Avenue of Patriots	5
Yellowjacket	Louisville	Jackson	5
Collector Roads			
Gillespie	Russell	Montgomery	2
Wood	Jackson	Louisville	4
Lafayette	Main	Hwy 182	4

The total length of roadway anticipated for Phase II is 4.18 miles.

Lastly, streets within the recently annexed area were analyzed for improvement. Of these, Old Mayhew Road, public gravel roads, and Montgomery Hill were identified for improvement. Due to the amount of traffic seen on, and current condition of, Old Mayhew Road, it is recommended to install a soil cement base utilizing the existing roadway material, overlay, and stripe. Additionally, the installation of sidewalk is recommended from E. Lee Blvd to The Retreat apartment complex. Montgomery Hill is currently chip sealed, but it is recommended to patch and overlay this road due to its current condition. Public gravel roads are recommended to be chip sealed. Table 3 shows the streets recommended for inclusion from the recently annexed area.

Table 3. Annexation Streets

Street	Project Limits		Work Type
	(from)	(to)	
Old Mayhew	E. Lee	Hwy 182	Soil Cement, Overlay, Striping, Sidewalk
Montgomery Hill	E. Lee	End	Patching, Overlay
Bar B Que	Stowood	End	Soil Cement, Chip Seal
Boyd	Begin Gravel	City Limits	Soil Cement, Chip Seal
Cannon	Hwy 182	City Limits	Soil Cement, Chip Seal
Lakeside	Hwy 182	End	Soil Cement, Chip Seal

The total length of roadway anticipated for the annexed area is 2.61 miles.

Using recent costs from the current Street Improvement Project, the approximate estimated opinion of probable construction cost for each group is as follows:

- Phase I - \$2.9M
- Phase II - \$1.58M
- Annexation Streets - \$1.58M

See Appendix A for anticipated costs for each section of roadway identified. Appendix B lists remaining local roads from the CIP which will be completed next year.



CITY OF STARKVILLE - 2022 - 2025 STREET IMPROVEMENT PROGRAM

Phase I - No Anticipated Utility Issues or Nearby Projects

Street Project	Project Limits		Length	Width	Work Type	Project Estimated Cost
	(from)	(to)				
Minor Arterial Roads						
Jackson	Main	Hwy 12	3350	44	Patching, Overlay, Striping	\$330,171
Academy	Montgomery	Louisville	3356	31	Patching, Overlay, Striping	\$197,176
Industrial Park	Lynn Lane	RR Tracks	2200	38	Patching, Overlay, Striping	\$164,013
Lampkin	Fellowship	Washington	2853	50	Patching, Overlay, Striping	\$298,493
Montgomery	Locksley	Yellowjacket	1312	41	Patching, Overlay, Striping	\$116,347
Abernathy	Hwy 25	Stark	2394	39	Patching, Overlay, Striping	\$201,623
Louisville	Lynn	Prev. overlay	7624	27	Patching, Overlay, Striping	\$416,195
Industrial Park	Lynn Lane	Louisville	5764	24	Patching, Overlay, Striping	\$252,837
Old West Point	Garrard	City Limits	2976	25	Patching, Overlay, Striping	\$154,082
Minor Arterial Roads Subtotal						\$2,130,938

Collector Roads

Greenfield	Montgomery	Evergreen	832	45	Patching, Overlay	\$72,029
E. Jones Jr.	Hwy 182	West Main	646	26	Patching, Overlay, Striping	\$40,254
West Main	Cushman	Raymond	564	26	Patching, Overlay	\$29,489
Fellowship	University	Russell	1362	22	Patching, Overlay, Striping	\$72,367
Hiwassee	Carver	Garrard	3705	38	Patching, Overlay, Striping	\$303,965
Rockhill	Hwy 25 bridge	City Limits	3548	24	Patching, Overlay, Striping	\$177,536
S. Washington	RR Bridge	Gillespie	752	28	Patching, Overlay	\$41,428
Willow	Hwy 12	Sycamore	805	28	Patching, Overlay, Striping	\$47,130
Collector Roads Subtotal						\$784,197

Total	8.34	miles
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Phase I Total

\$2,915,136



CITY OF STARKVILLE - 2022 - 2025 STREET IMPROVEMENT PROGRAM

Phase II - Anticipated Utility Issues or Nearby Projects

Street Project	Project Limits		Length	Width	Work Type	Project Estimated Cost
	(from)	(to)				

Minor Arterial Roads

Montgomery	Hwy 182	Critz	1892	28	Patching, Overlay, Striping	\$127,297
Montgomery	Greenfield	Garrard	3328	36	Patching, Overlay, Striping	\$252,123
Greensboro	Whitfield	Louisville	720	30	Patching, Overlay, Striping	\$50,004
Jackson*	Main	Hwy 182	740	46	Patching, Overlay, Striping	\$73,449
Old West Point	Hwy 182	Broad	870	30	Patching, Overlay, Striping	\$59,984
Spring	Russell	Hwy 12	2020	44	Patching, Overlay, Striping	\$189,317
Montgomery*	Hwy 182	Lampkin	717	35	Patching, Overlay, Striping	\$75,222
Whitfield	Greensboro	Ave of Patriots	4373	30	Patching, Overlay, Striping	\$293,049
Yellowjacket	Louisville	Jackson	2712	30	Patching, Overlay, Striping	\$182,537
Minor Arterial Roads Subtotal						\$1,302,981

Collector Roads

Gillespie*	Russell	Montgomery	1508	28	Patching, Overlay, Striping	\$96,799
Wood	Jackson	Louisville	2430	19	Patching, Overlay, Striping	\$113,850
Lafayette*	Main	Hwy 182	740	40	Patching, Overlay, Striping	\$65,156
Collector Roads Subtotal						\$275,804

Total	4.18	miles
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* denotes nearby project

Phase II Total

\$1,578,786



CITY OF STARKVILLE - ANNEXATION STREET IMPROVEMENTS

Street Project	Project Limits		Length	Width	Work Type	Project Estimated Cost
	(from)	(to)				
Old Mayhew	E Lee	Hwy 182	6030	26	Soil Cement, Overlay, Striping, Sidewalk	\$1,300,000
Montgomery Hill	E Lee	End	2530	20	Patching, Overlay	\$80,202
Bar B Que	Stowood	End	1200	20	Soil Cement, Chip Seal	\$47,000
Boyd	Begin Gravel	City Limits	740	20	Soil Cement, Chip Seal	\$28,000
Cannon	Hwy 182	City Limits	55	20	Soil Cement, Chip Seal	\$1,500
Lakeside	Hwy 182	End	3200	20	Soil Cement, Chip Seal	\$125,000
Total			2.61	miles		
Annexation Total						\$1,581,702

Total Mileage	15.12
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All Projects Total	\$6,075,623
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APPENDIX B
2022-2025 Street Improvement Plan
Priority 2 Projects



CITY OF STARKVILLE 2022 - 2025 STREET IMPROVEMENT PROGRAM

Street Project	Project Limits		Length	Width	Work Type
	(from)	(to)			
ROADWAY MAINTENANCE PROJECTS-PRIORITY 2					
Cedar Lane	Prev. overlay	Hillside	1385	18	Patching, Overlay
Francis	Canna	Dead End	480	28	Patching, Overlay
Goldfinch	Sandpiper	Meadowlark	1119	24	Patching, Overlay
Shadowood	Pine Ridge	Bellwood + cul-de-sac	2000	28	Patching, Overlay
Tuxford	Maid Marian	Canterbury	1510	28	Patching, Overlay
		Total	1.84	miles	



Major Arterial
Collector Road

CITY OF STARKVILLE 2022 - 2025 STREET IMPROVEMENT PROGRAM

Street Project	Project Limits		Length	Width	Work Type	Project Estimated Cost
	(from)	(to)				
ROADWAY MAINTENANCE PROJECTS-PRIORITY 1						
Jackson	Main	Hwy 12	3350	44	Patching, Overlay, Striping	\$314,449

Street Project	Project Limits		Length	Width	Work Type	Project Estimated Cost
	(from)	(to)				
ROADWAY MAINTENANCE PROJECTS-PRIORITY 2						
Academy	Montgomery	Louisville	3356	31	Patching, Overlay, Striping	\$187,787
Cedar Lane	Prev. overlay	Hillside	1385	18	Patching, Overlay	\$46,346
Francis	Canna	Dead End	480	28	Patching, Overlay	\$25,907
Gillespie	Russell	Montgomery	1508	28	Patching, Overlay, Striping	\$92,189
Goldfinch	Sandpiper	Meadowlark	1119	24	Patching, Overlay	\$49,772
Industrial Park	Lynn Lane	RR Tracks	2200	38	Patching, Overlay, Striping	\$156,203
Lampkin	Fellowship	Washington	2853	50	Patching, Overlay, Striping	\$284,279
Montgomery	Locksley	Yellowjacket	1312	41	Patching, Overlay, Striping	\$110,807
Shadowood	Pine Ridge	Bellwood + cul-de-sac	2000	28	Patching, Overlay	\$101,614
Tuxford	Maid Marian	Canterbury	1510	28	Patching, Overlay	\$77,209

Street Project	Project Limits		Length	Width	Work Type	Project Estimated Cost
	(from)	(to)				
ROADWAY MAINTENANCE PROJECTS-PRIORITY 3						
Abernathy	Hwy 25	Stark	2394	39	Patching, Overlay, Striping	\$192,022
Alfred Perkins	Long	Dead End	1130	28	Patching, Overlay	\$58,282
Chelsea	Huntington	Dead End	958	28	Patching, Overlay	\$49,715
Crossgate	Hwy 12	Prev. Overlay (Boulevard)	1022	28	Patching, Overlay	\$52,903
Helen	Lynn	Lynn	1300	28	Patching, Overlay	\$66,749
Louisville	Lynn	Prev. overlay	7624	27	Patching, Overlay, Striping	\$396,376
Magnolia/ Honeysuckle	Linden	Dead End	495	28	Patching, Overlay	\$26,655
Mimosa	Banyan	Cul-de-sac	450	28	Patching, Overlay	\$21,473
Montgomery	Hwy 182	Critz	1892	28	Patching, Overlay, Striping	\$121,235
Tomlinson	Prev. overlay	Clements	943	28	Patching, Overlay	\$48,968

HISTORIC
STARKVILLE
 MISSISSIPPI'S COLLEGE TOWN
 THE CITY OF STARKVILLE
 ENGINEERING DEPARTMENT
 CITY HALL, 110 W. MAIN STREET
 STARKVILLE, MISSISSIPPI 39759

Major Arterial
Collector Road

Street Project	Project Limits		Length	Width	Work Type	Project Estimated Cost
	(from)	(to)				
ROADWAY MAINTENANCE PROJECTS-PRIORITY 4						
Banyan	Multiple Base Failures		-	-	Leveling & Patching only	\$27,899
Canna	Claudia	Dead End	1516	28	Patching, Overlay	\$77,508
Greenfield	Montgomery	Evergreen	832	45	Patching, Overlay	\$68,599
Greensboro	Whitfield	Louisville	720	30	Patching, Overlay, Striping	\$47,623
Greta Lane	Multiple Base Failures		-	-	Leveling & Patching only	\$22,319
Inca	Mohawk	Dead End	530	25	Patching, Overlay	\$25,569
Jackson	Main	Hwy 182	740	46	Patching, Overlay, Striping	\$69,951
E. Jones Jr.	Hwy 182	West Main	646	26	Patching, Overlay, Striping	\$38,337
Lafayette	Main	Hwy 182	740	40	Patching, Overlay, Striping	\$62,053
Lake Pointe	Multiple Base Failures		-	-	Leveling & Patching only	\$22,319
Logan	Lynn	Helen	1091	28	Patching, Overlay	\$56,340
Montgomery	Greenfield	Garrard	3328	36	Patching, Overlay, Striping	\$240,118
Old West Point	Hwy 182	Broad	870	30	Patching, Overlay, Striping	\$57,127
Pin Oak	Ave of Patriots	Ponderosa	2325	26	Patching, Overlay	\$102,477
Spring	Russell	Hwy 12	2020	44	Patching, Overlay, Striping	\$180,302
Stowood	Multiple Base Failures		-	-	Leveling & Patching only	\$24,179
Walnut	Chestnut	Peach	1014	26	Patching, Overlay	\$48,897
West Main	Cushman	Raymond	564	26	Patching, Overlay	\$28,085
Wood	Jackson	Louisville	2430	19	Patching, Overlay, Striping	\$108,428

**HISTORIC
STARKVILLE**
 MISSISSIPPI'S COLLEGE TOWN
 THE CITY OF STARKVILLE
 ENGINEERING DEPARTMENT
 CITY HALL, 110 W. MAIN STREET
 STARKVILLE, MISSISSIPPI 39759

Major Arterial
Collector Road

Street Project	Project Limits		Length	Width	Work Type	Project Estimated Cost
	(from)	(to)				
ROADWAY MAINTENANCE PROJECTS-PRIORITY 5						
Carver	Hiwassee	Dead End (east)	1408	28	Patching, Overlay	\$72,128
Curry	Jackson	D.L. Connor	800	21	Patching, Overlay	\$27,964
Fairway	Montgomery	Bridge	700	25	Patching, Overlay	\$29,046
Fellowship	University	Russell	1362	22	Patching, Overlay, Striping	\$68,921
Green Hill	Montgomery	Dead End	910	28	Patching, Overlay	\$47,324
Hiwassee	Carver	Garrard	3705	38	Patching, Overlay, Striping	\$289,491
Industrial Park	Lynn Lane	Louisville	5764	24	Patching, Overlay, Striping	\$240,797
Kenswick Ct	Huntington Dr.	Cul-de-sac	345	28	Patching, Overlay	\$16,929
King Richard	Locksley	Montgomery	1750	28	Patching, Overlay	\$77,729
Lakeview	Overstreet	Dead End	735	28	Patching, Overlay	\$38,608
Lionheart	King Edward	King Edward	534	28	Patching, Overlay	\$25,108
Maple	Ponderosa	Aspen	1681	28	Patching, Overlay	\$85,726
Montgomery	Hwy 182	Lampkin	717	35	Patching, Overlay, Striping	\$71,640
Oak Apple St.	Greenbriar	Cul-de-sac	219	28	Patching, Overlay	\$12,908
Old West Point	Garrard	City Limits	2976	25	Patching, Overlay, Striping	\$146,745
Overstreet	Critz	Overstreet	1812	28	Patching, Overlay	\$92,250
Patton	Avenue of Patriots	Henry	593	28	Patching, Overlay	\$31,536
Pilcher	Henderson	Prev overlay (Mosley)	1287	28	Patching, Overlay	\$57,693
Plum	McArthur	Spruce	2315	28	Patching, Overlay	\$117,303
Ponderosa	Pin Oak	Maple	1075	28	Patching, Overlay	\$55,543
Robinhood	Nottingham	Sherwood	1125	28	Patching, Overlay	\$58,033
Rockhill	Hwy 25 bridge	City Limits	3548	24	Patching, Overlay, Striping	\$169,082
S. Washington	RR Bridge	Gillespie	752	28	Patching, Overlay	\$39,455
Starr	Academy	Carpenter Place	620	28	Patching, Overlay, Striping	\$39,080
Turnberry	Montgomery	Royal Troon	1800	28	Patching, Overlay	\$91,653
Vine	Hwy 12	Yellowjacket	813	26	Patching, Overlay	\$39,601
Walden Way	Old West Point	Dead End	900	28	Patching, Overlay	\$46,826
Whitfield	Greensboro	Ave of Patriots	4373	30	Patching, Overlay, Striping	\$279,094
Willow	Hwy 12	Sycamore	805	28	Patching, Overlay, Striping	\$44,885
Windsor	Seville	Arrow	1340	20	Patching, Overlay	\$43,419
Yellowjacket	Louisville	Jackson	2712	30	Patching, Overlay, Striping	\$173,845



THE CITY OF STARKVILLE
ENGINEERING DEPARTMENT
CITY HALL, 110 W. MAIN STREET
STARKVILLE, MISSISSIPPI 39759

2022 STREET IMPROVEMENT PROJECT

Revised 6/29/22

Street Project	Project Limits		Work Type
	(from)	(to)	
STRIPING REMAINS			
Eckford	Yellowjacket	Hwy 12	Striping
Hospital	Hiwassee	Jackson	Patching, Overlay, Striping
Jackson	Main	Hwy 182	On-Street Parking Striping
Jarnigan	Russell	Cotton Row	On-Street Parking Striping
Old West Point	University	Hwy 182	On-Street Parking Striping
University	OWP Bridge	Hwy 12 Bridge	Patching, Milling, Overlay, Striping
Yeates	Gillespie	Lampkin	On-Street Parking Striping
WORK HAS BEGUN			
Ernest Jones Dr	Hwy 182 Intersection South		Overlay
Garrard	Reed	Jackson	Patching, Overlay, Striping
Hollywood	Stark	Cul-de-sac	Patching, Overlay, Striping
REMAINING			
Garrard	Hwy 25	City Limits (West)	Overlay and Striping
Mangrove Palm	Plum	Dogwood	Patching, Overlay
Montgomery	Laurel Hill	Pinewood	Overlay and Striping
Oak Ridge	Shadowood	Dead End	Patching, Overlay
SHS Bridge	Begin West End	115' East	Overlay
Spruce	Plum	Douglas McArthur	Patching, Overlay
Wedgewood	Montgomery	Dead End	Patching, Overlay

8. CONSIDERATION OF SEEKING REQUESTS FOR QUALIFICATIONS FROM ENGINEERING FIRMS ON THE PROPOSED EXTENSION OF HOSPITAL ROAD AND STARK ROAD AS FUNDED BY THE STATE OF MISSISSIPPI IN THE 2021 LEGISLATIVE TERM.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the planned capital street overlay and improvement projects to be paid for by the bonds funded through the annual receipt of the use tax funds as approved by the board of aldermen at the board meeting of June 21, 2022” is enumerated, this consent item is thereby approved.

9. REQUEST APPROVAL OF STATEWIDE MUTUAL AID COMPACT AMONG THE STATE OF MISSISSIPPI, MISSISSIPPI EMERGENCY MANAGEMENT AGENCY, EACH COUNTY AND MUNICIPALITY, AND THE MISSISSIPPI BAND OF CHOCTAW INDIANS FOR RECIPROCAL EMERGENCY AID AND ASSISTANCE IN CASE OF EMERGENCIES PURSUANT TO SECTION 33-15-19(A) OF THE MISSISSIPPI CODE OF 1972, AS AMENDED.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval of emergencies pursuant to section 33-15-19(a) of the Mississippi code of 1972, as amended” is enumerated, this consent item is thereby approved. The approved SMAC Agreement follows this page.



SMAC

STATEWIDE MUTUAL
AID COMPACT

A SYSTEM FOR USING ALL AVAILABLE
RESOURCES DURING EMERGENCIES





State of Mississippi Statewide Mutual Aid Compact (SMAC)

Revised: April 2022

THIS AGREEMENT IS ENTERED INTO AMONG THE STATE OF MISSISSIPPI, MISSISSIPPI EMERGENCY MANAGEMENT AGENCY, EACH COUNTY AND MUNICIPALITY, AND THE MISSISSIPPI BAND OF CHOCTAW INDIANS THAT EXECUTE AND ADOPT THE TERMS AND CONDITIONS CONTAINED HEREIN BASED ON THE FOLLOWING FACTS:

WHEREAS, the State of Mississippi is geographically vulnerable to hurricanes, tornadoes, freshwater flooding, and other natural disasters that, in the past, have caused severe disruption of essential human services and severe property damage to public roads, utilities, buildings, parks, and other government-owned facilities; and

WHEREAS, the Mississippi Band of Choctaw Indians, a sovereign nation and Federally recognized American Indian tribe living with the State of Mississippi, and the State of Mississippi have a mutual interest in protecting their citizens and properties and acknowledge that mutual cooperation in responding to man-made and natural disasters is beneficial to the State of Mississippi, the State's political subdivisions, and the Mississippi Band of Choctaw Indians.

WHEREAS, Section 33-15-19 of the Mississippi Code of 1972, as amended, authorizes the State and its political subdivisions to develop and enter into mutual aid agreements with each other and the Mississippi Band of Choctaw Indians for reciprocal emergency aid and assistance in case of emergencies, too extensive to be dealt with unassisted; and

WHEREAS, Section 33-15-1 et seq. of the Mississippi Code of 1972, as amended, sets forth details concerning powers, duties, rights, privileges, and immunities of political subdivisions of the state rendering outside aid; and

WHEREAS, Section 33-15-11 & 33-15-13 of the Mississippi Code of 1972, as amended, authorizes the State to enter into a contract on behalf of the State for the lease or loan to any political subdivision of the State and the Mississippi Band of Choctaw Indians any real or personal property of the state government or the temporary transfer or employment of personnel of the state government to or by any political subdivision of the State; and



WHEREAS, Section 33-15-17 of the Mississippi Code of 1972, as amended, authorizes the governing body of each political subdivision of the State to enter into such contract or lease within the State, accept any such loan, or employ such personnel, and such political subdivision may equip, maintain, utilize, and operate any such property and employ necessary personnel therefor in accordance with the purposes for which such contract is executed, and to otherwise do all things and perform any and all acts which it may deem necessary to effectuate the purpose for which contract was entered into; and

WHEREAS, MEMA requires that each municipality must coordinate requests for state or federal emergency response assistance with its county, while county and tribal requests for state or federal emergency response assistance may be made directly to MEMA; and

WHEREAS, the Parties to this Agreement recognize that additional manpower and equipment may be needed to mitigate further damage and restore vital services to the citizens of the affected community should such disasters occur; and

WHEREAS, to provide the most effective mutual aid possible, each Participating Government intends to foster communications between the personnel of the other Participating Governments by visits, provisions of available resources as listed in the statewide resource database (WebEOC Resource Manager), exchange of information, and development of plans and procedures to implement this Agreement;

NOW, THEREFORE, the Parties agree to agree as follows:

1. DEFINITIONS

a. "AGREEMENT" means the Statewide Mutual Aid Agreement/Compact. Political subdivisions of the State of Mississippi and Mississippi Band of Choctaw Indians may become a party to this Agreement by executing a copy of this Agreement and providing a copy with the original signatures and authorizing resolution(s) to the Mississippi Emergency Management Agency. Copies of the Agreement with original signatures and copies of authorizing resolutions and insurance letters shall be filed and maintained at the Agency headquarters in Pearl, Mississippi.

b. "REQUESTING PARTY" means the Participating Government entity requesting aid in the event of an emergency. Each municipality must coordinate state or federal emergency response assistance requests through its county.



c. **“ASSISTING PARTY”** means the Participating Government entity furnishing equipment, services, and/or manpower to the Requesting Party.

d. **“AUTHORIZED REPRESENTATIVE”** means an employee of a Participating Government authorized in writing by that government to request, offer or provide assistance under the terms of this Agreement. The list of authorized representatives for the Participating Government executing this Agreement shall be attached as Appendix 1 (SMAC Authorized Representatives) and shall be updated as needed by each Participating Government.

e. **“AGENCY”** means the Mississippi Emergency Management Agency.

f. **“EMERGENCY”** means any occurrence, or threat thereof, whether natural or caused by man, in war, or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property.

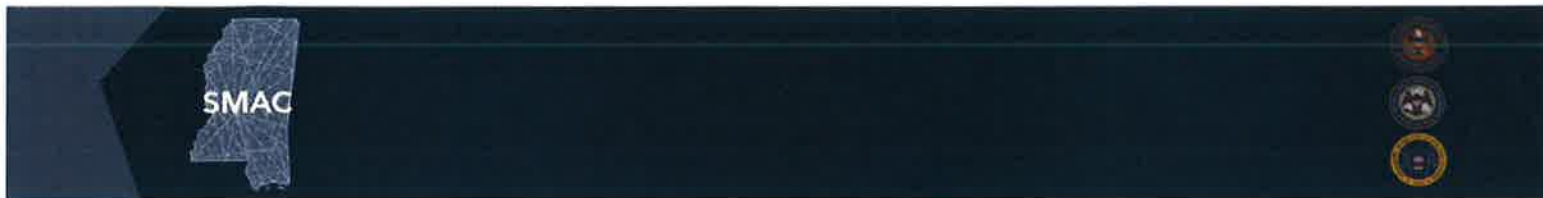
g. **“DISASTER”** means any natural, technological, or civil emergency that causes damage of sufficient severity and magnitude to result in a proclamation of a local emergency by a city/county or the Tribal Chief, a declaration of a State of Emergency by the Governor, or a disaster declaration by the President of the United States.

h. **“MAJOR DISASTER”** means a disaster that will likely exceed local capabilities and require a broad range of state and federal assistance.

i. **“PARTICIPATING GOVERNMENT”** means the State of Mississippi, any political subdivision of the State of Mississippi, and/or the Mississippi Band of Choctaw Indians, which executes this mutual aid agreement and supply a completed copy to MEMA.

j. **“PERIOD OF ASSISTANCE”** means the period of time beginning with the departure of any personnel and equipment of the Assisting Party from any point for the purpose of traveling to the Requesting Party in order to provide assistance and ending upon the return of all personnel and equipment of the Assisting Party, after providing the assistance requested, to their residence or regular place of work, whichever occurs first. The period of assistance shall not include any portion of the trip to the Requesting Party or the return trip from the Requesting Party during which the personnel of the Assisting Party are engaged in a course of conduct not reasonably necessary for their safe arrival at or return from the Requesting Party.

k. **“WORK OR WORK-RELATED PERIOD”** means any period of time in which either the personnel or equipment of the Assisting Party are being used by the Requesting Party to provide



assistance and for which the Requesting Party will reimburse the Assisting Party. Specifically included within such period of time are rest breaks when the personnel of the Assisting Party will return to active work within a reasonable time. Specifically excluded from such periods of time are breakfast, lunch, and dinner breaks.

Nothing should be derived from the above statement that excludes Assisting Party personnel from being considered “on the job” for purposes of workers compensation injuries or accidents during these periods.

2. PROCEDURES.

When a Participating Government either becomes affected by or is under imminent threat of a major disaster, it may request emergency-related mutual aid assistance either by: (1) proclaiming a local emergency and transmitting a copy of that proclamation along with a completed Part 1 “Identification of Need” form (Form REQ-A, Appendix 2) to the Assisting Party or MEMA; or (2) by orally communicating a request for mutual aid assistance to the Assisting Party or MEMA, followed as soon as practicable by written confirmation of said request shown as Form REQ-A in Appendix 2.

Participating Governments shall not request mutual aid unless resources available within the stricken area are deemed inadequate by that Participating Government. Municipalities shall coordinate state or federal assistance requests with their county emergency management agencies, and county and tribal emergency agencies may coordinate state or federal assistance requests directly with MEMA. All requests for mutual aid shall be transmitted by the Authorized Representative or the Director of the local county emergency management agency. Requests for assistance may be communicated either to MEMA or directly to an Assisting Party. Requests for assistance under this Agreement shall be limited to major disasters, except where the Participating Government has no other mutual aid agreement based upon Section 33-15-19(a), Mississippi Code, in which case a Participating Government may request assistance pursuant to the provisions of this Agreement.

a. Requests Directly To Assisting Party: The Requesting Party may directly contact the authorized Representative of the Assisting Party and shall provide them with the information in paragraph C below. All communications shall be conducted directly between the Requesting and Assisting Parties. Each party shall be responsible for keeping the Agency advised of the status of the response activities. MEMA shall not be responsible for costs associated with such direct requests for assistance unless it so elects. However, by rule, the Agency may provide for reimbursement of eligible expenses from the Disaster Assistance Trust fund.



b. Requests Routed Through Or Originating From, The Agency: The Requesting Party may directly contact the Agency, in which case it shall provide MEMA with the information in paragraph C below. The Agency may then contact other Participating Governments on behalf of the Requesting Party and coordinate the provision of mutual aid. The Agency shall not be responsible for costs associated with such indirect requests for assistance unless the Agency so indicates in writing at the time it transmits the request to the Assisting Party. In no event shall MEMA be responsible for costs associated with assistance in the absence of appropriated funds. In all cases, the party receiving the mutual aid shall be primarily responsible for the costs incurred by any Assisting Party providing assistance pursuant to the provisions of this Agreement.

c. Required Information: Each request for assistance shall be accompanied by the following information, to the extent known:

(1) A general description of the damage sustained.

(2) Identification of the emergency service function for which assistance is needed (e.g., fire, law enforcement, emergency medical, transportation, communications, public works, and engineering, building inspection, planning and information assistance, mass care, resource support health, and other medical services, search, and rescue, etc.) and the particular type of assistance needed.

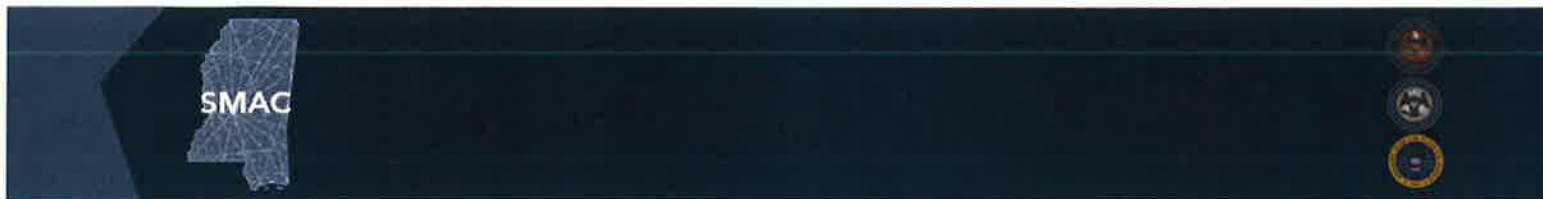
(3) Identification of the public infrastructure system for which assistance is needed (i.e., sanitary sewer, potable water, streets, or stormwater systems) and the type of work assistance required.

(4) The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be required and include a description of working conditions and if personnel will be locally housed.

(5) The need for sites, structures, or buildings outside the Requesting Party's political subdivision to serve as relief centers or staging areas for incoming emergency goods and services.

(6) An estimated time and a specific place for a representative of the requesting Party to meet the personnel and equipment of any Assisting Party.

This information may be provided on the form shown in Appendix 2 as the form REQ-A or by any other available means. MEMA may revise the format of Form REQ-A subsequent to the execution of this Agreement, in which case it shall distribute copies to all Participating Governments.



d. Assessment Of Availability Of Resources And Ability To Render Assistance: When contacted by a Requesting Party or the Agency, the authorized representatives of any Participating Government agree to assess their government's situation to determine available personnel, equipment, and other resources. All Participating Governments shall render assistance to the extent personnel, equipment, and resources are available. Each Participating Government agrees to render assistance in accordance with the terms of this Agreement to the fullest extent possible. When the Authorized Representative determines that his Participating Government has available personnel, equipment, or other resources, they shall so notify the Requesting Party/Agency and provide the information on Part 2 of the REQ-A form. The Agency shall, upon response from sufficient participating Parties to meet the needs of the Requesting Party, notify the Authorized Representative of the Requesting Party and provide them with the information to the extent known on Part 2 of REQ-A form. The Assisting Party shall complete a written acknowledgment regarding the assistance to be rendered. It shall transmit said request by the quickest, most practical means to the Requesting Party or the Agency, as applicable for approval. The form to serve as this written acknowledgment is shown in Appendix 2 as Form REQ-A.

e. Written Acknowledgement: The Requesting Party/Agency shall respond to the written acknowledgment by executing Part 3 of the REQ-A form shown in Appendix 2 and returning a copy to the Assisting Party by the quickest, most practical means. Additionally, the Requesting Party/Agency must maintain a copy for its files.

f. Supervision And Control: The personnel, equipment, and resources of any Assisting Party shall remain under the operational control of the Requesting Party for the area in which they are serving. Direct supervision and control of said personnel, equipment, and resources shall remain with the designated supervisory personnel of the Assisting Party. Representatives of the Requesting Party shall assign work tasks to the supervisory personnel of the Assisting Party. The designated supervisory personnel of the Assisting Party shall have the responsibility and authority for assigning work and establishing work schedules for the personnel of the Assisting Party based on task or mission assignments provided by the Requesting Party and the Agency. The designated supervisory personnel of the Assisting Party shall: maintain daily personnel time records, material records, and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Assisting Party; and shall report work progress to the Requesting Party. This Agreement shall not support any person, group, or organization that self-deploys.

g. Food, Housing, Self-Sufficiency: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility of providing food and housing for the personnel of the Assisting Party from the time of their arrival at the designated location to the time of their departure.



However, assisting Party personnel and equipment should be self-sufficient for operations in areas stricken by emergencies or disasters to the greatest extent possible. The Requesting Party may specify only self-sufficient personnel and resources in its request for assistance.

h. Rights And Privileges: Whenever the employees of the Assisting Party are rendering outside aid pursuant to this Agreement, such employees shall have the powers, duties, rights, privileges, and immunities, and shall receive the compensation incidental to their employment as authorized in 33-15-15(b)(2).

i. Communications: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Assisting Party and the Requesting Party. Assisting Party personnel should be prepared to furnish communications equipment sufficient to maintain communications among their respective operating units.

3. REIMBURSABLE EXPENSES.

The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with the following provisions unless otherwise agreed upon by the Requesting and Assisting Parties and specified in the written acknowledgment executed in accordance with paragraphs 2D and 2E of this Agreement. The Requesting Party shall be ultimately responsible for reimbursement of all eligible expenses. The Assisting Party shall submit reimbursement documentation to the Requesting Party on the forms shown in the Intrastate Reimbursement Summary Form (Form R-2, Appendix 3).

a. Personnel: During the period of assistance, the Assisting Party shall continue to pay its employees according to its then-prevailing ordinances, rules, and regulations. The Requesting Party shall reimburse the Assisting Party for all direct and indirect payroll costs and expenses, including travel expenses incurred during the period of assistance, including, but not limited to, employee pensions and benefits as provided by Generally Accepted Accounting Principles (GAAP). However, the Requesting Party shall not be responsible for reimbursing any amounts paid or due as benefits to employees of the Assisting Party under the terms of the Mississippi Workers' Compensation Act (Section 71-3-1, Mississippi Code) due to personal injury or death occurring while such employees are engaged in rendering aid under this Agreement. Both the Requesting Party and the Assisting Party shall be responsible for payment of such benefits only to their own employees.

The logo for the Southern Mississippi Area Council (SMAC) is located in the top left corner of the page. It features a stylized map of Mississippi with the letters "SMAC" overlaid in white. To the right of the map, there are three circular icons stacked vertically, each containing a different symbol.

b. Equipment: The Assisting Party shall be reimbursed by the Requesting Party for the use of its equipment during the period of assistance according to either a pre-established local, state, or federal hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which the Federal Emergency Management Agency reimburses costs, the eligible direct costs shall be determined in accordance with 44 CFR 206.228. The Assisting Party shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition. At the request of the Assisting Party, fuels, miscellaneous supplies, and minor repairs may be provided by the Requesting Party if practical. The total equipment charges to the Requesting Party shall be reduced by the total value of the fuels, supplies, and repairs furnished by the Requesting Party and by the amount of any insurance proceeds received by the Assisting Party.

c. Materials And Supplies: The Assisting Party shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor, and supplies, which shall be included in the equipment rate established in 3B unless such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of the Assisting Party's personnel. The Assisting Party's Personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used by them during the period of assistance. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228. In the alternative, the Parties may agree that the Requesting Party will replace the materials and supplies used or damaged with like kind and quality as determined by the Assisting Party. If such an agreement is made, it shall be reduced to writing and transmitted to the Agency.

d. Record Keeping: The Assisting Party shall maintain records and submit invoices for reimbursement by the Requesting Party or the Agency utilizing format used or required by FEMA publications, including 44 CFR Part 13 and applicable Office of Management and Budget Circulars. Requesting Party and Agency finance personnel shall provide information, directions, and assistance for record-keeping to Assisting Party personnel.

e. Payment: Unless otherwise mutually agreed in the written acknowledgment executed in accordance with paragraph 2.E. or a subsequent written addendum to the acknowledgment, the reimbursable expenses with an itemized notice are payable as soon as practicable after the expenses are incurred, but not later than 60 days following the period of assistance unless the deadline for identifying damage is extended in accordance with 44 CFR part 206. The Requesting Party shall pay the bill or advise of any disputed items, not later than the timeframe outlined above. These time frames may be modified by mutual agreement. This shall not preclude an Assisting Party or Requesting Party from assuming or donating, in whole or in part, the costs associated with any



loss, damage, expense, or use of personnel, equipment, and resources provided to a Requesting Party.

f. Payment by or Through the Agency: The Mississippi Emergency Management Agency may reimburse for all actual and necessary travel and subsistence expenses for personnel providing assistance pursuant to the request of the Agency, to the extent of funds available and contingent upon an annual appropriation from the legislature for such purposes. The Assisting Party shall be responsible for making a written request to the Agency for reimbursement of travel and subsistence expenses prior to submitting a request for payment to the Requesting Party. The Assisting Party's written request should be submitted as soon as possible after the expiration of the period of assistance. The Agency shall provide a written response to said requests within ten days of actual receipt. If the Agency denies said request, the Assisting Party shall then bill the Requesting Party. In the event that an affected jurisdiction requests assistance without forwarding said request through the Agency, or an Assisting Party provides assistance without having been requested by the Agency to do so, the Agency shall not be liable for reimbursement of any of the cost(s) of assistance. The Agency may serve as the eligible entity for requesting reimbursement of eligible costs from FEMA. Any costs to be so reimbursed by or through the Agency shall be determined in accordance with 44 CFR 206.228. The Agency may authorize applications for reimbursement of eligible costs from the Disaster Assistance Trust Fund, established pursuant to Section 33-15-301 Mississippi Code, in the event that the disaster or emergency event is not declared pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended by Public Law 100-707. Such applications shall be evaluated pursuant to rules established by the Agency and may be funded only to the extent of available funds.

4. IMMUNITY.

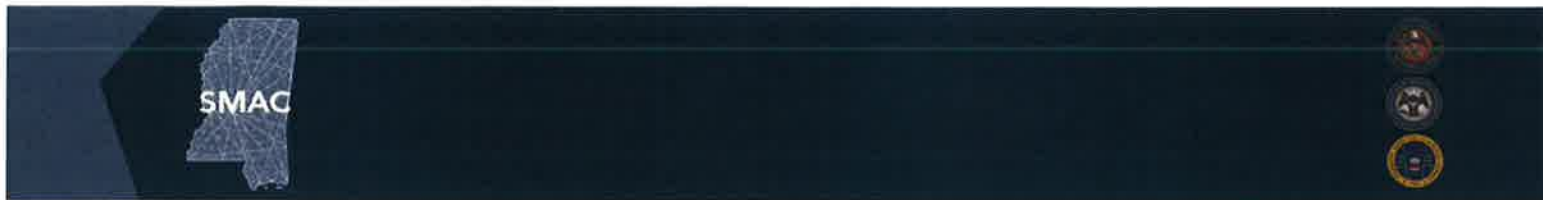
To the extent permitted by law, the Parties shall not be liable for actions to the extent provided by Section 33- 15-21. The Parties may waive this immunity in a manner provided by law to the extent that adequate insurance coverage is in effect.

5. LENGTH OF TIME FOR EMERGENCY.

The duration of such local emergency declared by the Requesting Party is limited to 30 days. It may be extended with review, if necessary, in 30-day increments as specified in 33-15-17.

6. TERM.

This Agreement shall be in effect for four (4) years from the date hereof. It shall automatically be renewed in successive four-year terms unless terminated upon 60 days advance written notice by



the Participating Government. Notice of such termination shall be made in writing and shall be served personally or by registered mail to the Director of Mississippi Emergency Management Agency, who shall provide copies to all other Participating Parties. Notice of termination shall not relieve the withdrawing Party from obligations incurred hereunder prior to the effective date of the withdrawal and shall not be effective until 60 days after notice thereof has been set by the Director of the Mississippi Emergency Management Agency to all other Participating Governments.

7. EFFECTIVE DATE OF THIS AGREEMENT.

This Agreement shall be in full force and effect upon approval by the Participating Government and upon proper execution hereof.

8. ROLE OF MISSISSIPPI EMERGENCY MANAGEMENT AGENCY.

The responsibilities of the Mississippi Emergency Management Agency under this Agreement are to:

- a. Request mutual aid on behalf of a Participating Government under the circumstances identified in this Agreement;
- b. Coordinate the provision of mutual aid to a Requesting Party pursuant to the provisions of this Agreement;
- c. Serve as the eligible entity for requesting reimbursement of eligible costs from FEMA upon a Presidential Disaster Declaration;
- d. Serve as the central depository for executed Agreements;
- e. Maintain a current listing of Participating Governments with their Authorized Representative and contact information and provide a copy of the listing to each of the Participating Governments on an annual basis during the second quarter of the calendar year.

MEMA will assume no responsibility for any person, group, or organization that self deploys.

9. SEVERABILITY, EFFECT ON OTHER AGREEMENTS.

Should any portion, section, or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion, section, or



subsection; and the remaining portions of this Agreement shall remain in full force and effect without regard to the portion, section, subsection, or power invalidated.

In the event that any parties to this Agreement have entered into other mutual aid agreements pursuant to Section 33-15-19, Mississippi Code, or interlocal agreements pursuant to Section 17-13-1 (Interlocal Cooperation of Governmental Units -§§ 17-13-1 — 17-13-17), Mississippi Code, those parties agree that this Agreement supersedes said agreements only for emergency management assistance and activities performed in catastrophic emergencies pursuant to this Agreement. In the event that two or more parties to this Agreement wish to engage in mutual aid, then the terms and conditions of this Agreement shall apply unless otherwise agreed between those parties.

SMAC



IN WITNESS WHEREOF, the parties named herein have duly executed this Agreement/Compact on the date set forth below:

ATTEST:

CITY OF STARKVILLE

By: [Signature]
Mayor

By: [Signature]
Clerk of the Board



APPROVED AS TO FORM:

Date: 7/5/22

By: [Signature]
City of Starkville Attorney

STATE OF MISSISSIPPI
MISSISSIPPI EMERGENCY MANAGEMENT AGENCY

By: _____ Date: _____
Executive Director

SMAC

Appendix 1 (SMAC Authorized Representatives)

STATEWIDE MUTUAL AID COMPACT

Date: 7/5/22 Name of Government: City of Starkville
State Vendor # _____
Mailing Address: 110 West Main Street
City: Starkville, MS Zip Code: 39759

Authorized Representative to Contact for Emergency Assistance

Primary Representative:

Name: D. Lynn Spruill
Title: Mayor
Day Phone: 662-323-2525 Night Phone: 662-648-9706
Fax No: 662-323-4961 Pager No: _____

1st Alternate Representative:

Name: Lesq Hardin
Title: City Clerk/CFO
Day Phone: 662-323-2525 Night Phone: 662-648-9706
Fax No: 662-323-4961 Pager No: _____

2nd Alternate Representative:

Name: Edward Kemp
Title: Utilities Dept Director
Day Phone: 662-323-3133 Night Phone: 662-418-5151
Fax No: _____ Pager No: _____

SMAC

Appendix 2 (Form REQ-A) to SMAC

Appendix 2 (Form REQ-A)

As outlined in SMAC section 2. *Procedures*, the SMAC Form REQ-A displayed below, is required when a participating government either becomes affected by or is under imminent threat of a major disaster and requires emergency-related mutual aid assistance.

MEMA utilizes a digital version of the Form REQ-A for several reasons, including but not limited to:

- Expedite request, approval, and deployment processes;
- The REQ-A can be used as a living document, continuously updated and approved for mission developments and changes;
- Provides for a smooth transition to the R-2 Reimbursement Form and process.

The version displayed is a snapshot of the actual digital document. The full digital version of this form is a Microsoft Excel document, able to be downloaded from the [MEMA Downloads\EMAC-SMAC](#) folder on the MEMA SharePoint.

For more information or assistance, contact the MEMA EMAC-SMAC Coordinator at emac@mema.ms.gov.

SMAC REQ-A Form			
SECTION I: TO BE COMPLETED BY THE REQUESTING COUNTY			
Event Name:			
Date:			
State Mission #:			
Requesting County:			
Requesting County REQ-A Contact:			
First Name:	Name:	Phone 1:	Phone 2:
Phone 1:		Phone 2:	
E-mail 1:		E-mail 2:	
Mission Type:	W State:	Select Discipline:	
Mission Description:		Page 1	
Resource Requested:			
Deployment Dates (including travel days):			
Mobilization:		Demobilization:	
Date Needed:		Date Released:	
Deployment Details:			
Work Location/Facilities:		Select One:	
Location/Facility Name:			
Address 1:			
Address 2:			
City:		Zip Code:	

SMAC

Appendix 3 (Form R-2) to SMAC

Appendix 3 (Form R-2)

As outlined in SMAC section 3. *Reimbursable Expenses*, the SMAC Intrastate Reimbursement Summary Form (Form R-2) displayed below, is required when a participating government supporting a major disaster requests for mutual aid assistance reimbursement.

Based on the EMAC Form R-2, MEMA utilizes a digital version of the Form R-2 for several reasons, including but not limited to:

- Expedite speed of submission, approval, and reimbursement processes;
- The R-2 is to be used as a living document, continuously updating and itemizing mission deployments, developments, and changes;
- Supports the Form REQ-A seamlessly to ensure continuity, approval, and transparency.

The version displayed is a snapshot of the actual digital document. The full digital version of this form is a Microsoft Excel document, able to be downloaded from the [MEMA Downloads\EMAC-SMAC](#) folder on the MEMA SharePoint.

For more information or assistance, contact the MEMA EMAC-SMAC Coordinator at emac@mema.ms.gov.

SMAC R-2 Form

Mississippi Statewide Mutual Assistance Compact (SMAC)
Intrastate Reimbursement Summary Form R-2

Event: _____

Requesting State/Province: _____ Date Submitted: _____

Resource Provider: _____

Requester Provider / Vendor Name: _____

State Mission Number: _____ EMAC Mission Number: _____

Copies of all receipt and payment vouchers for all expenses are attached (please select):

Personnel Costs		Total Personnel Costs	
Total Regular Hours	\$	Total Regular Fringe	\$
Total Overtime Hours	\$	Total Overtime Fringe	\$
Total Shift Differential	\$	Total Shift Differential Fringe	\$
Total Holiday Pay Hours	\$	Total Holiday Pay Fringe	\$
Total Compensatory Hours	\$	Total Compensatory Fringe	\$
Travel Costs		Total Travel Costs	
Mileage For Duty	\$	Mileage Receipt	\$
Air Travel	\$	Airfare Baggage and Fees	\$
Lodging	\$	Parking/Tolls	\$
POW/GOV/Ret/ol	\$	POW/GOV/Ret/ol and Fuel	\$
Equipment Costs		Total Equipment Costs	
Equipment by Rate	\$	Equipment Repairs/Replacement	\$
Commodity Costs		Total Commodity Costs	
Food	\$	Food	\$
Other by Rate	\$	Other by Quantity	\$
Other Costs		Total Other Costs	
Other by Rate	\$	Other by Quantity	\$
Total Reimbursement		Total Reimbursement	
Total Donated		Total Donated	

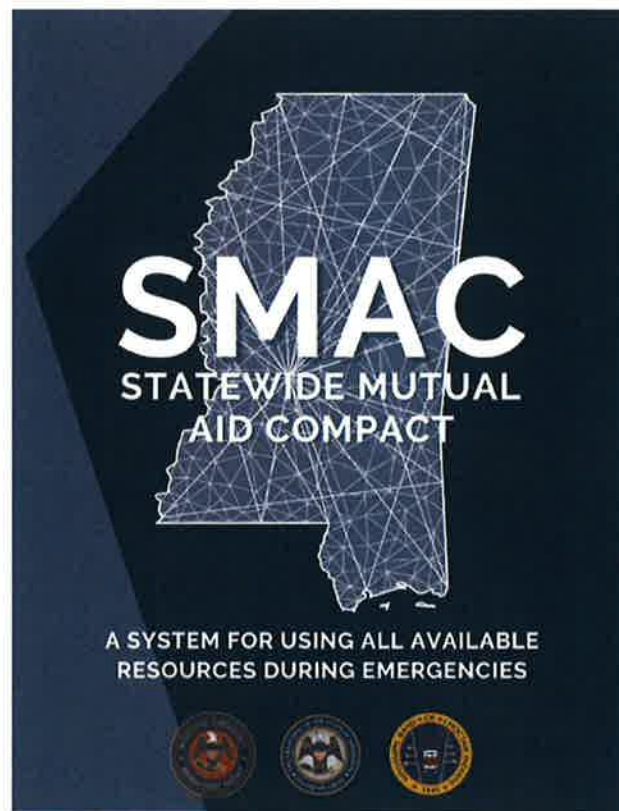
Comments: _____

REIMBURSEMENT PACKAGE CERTIFICATION

I, the undersigned, certify that the information provided on this form is true and correct to the best of my knowledge and belief, and that I am authorized to submit this form on behalf of the requesting government.

Certified and Authorized By: _____

Print Name: _____ Title: _____ Date: _____



10. CONSIDERATION OF APPROVING SHARING THE COST OF THE PURCHASE OF A NEW CHRISTMAS TREE WITH THE MAIN STREET ASSOCIATION IN AN AMOUNT NOT TO EXCEED \$10,000.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval of sharing the cost of the purchase of a new Christmas tree with the main street association in an amount not to exceed \$10,000” is enumerated, this consent item is thereby approved.

11. REQUEST APPROVAL FOR THE CLEARWATER CONSULTANTS, INC WORK AUTHORIZATION NUMBER 22-02 FOR THE 2023 MDOT MULTI-MODAL PROJECT MM-0068-1123 FOR IMPROVEMENTS TO THE SOUTH HANGER APRON AND PARKING AREA AT GEORGE M. BRYAN FIELD.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval of Clearwater consultants, Inc. work authorization number 22-02 for the 2023 MDOT multi-modal project mm-0068-1123 for improvements to the south hanger apron and parking area at George M. Bryan field” is enumerated, this consent item is thereby approved.

12. REQUEST APPROVAL TO REJECT CONTRACT B BID FROM T&M STEEL FOR SITE WORK AND ERECTION OF A CORPORATE HANGAR AND TAKE UNDER ADVISEMENT CONTRACT A BID FROM ERECT-A-TUBE FOR THE MANUFACTURE SUPPLY AND DELIVERY OF CORPORATE HANGAR BUILDING AT GEORGE M. BRYAN FIELD.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval to reject Contract B bid from T&M steel for site work and erection of a corporate hangar and take under advisement Contract A bid from erect-a-tube for the manufacture supply and delivery of corporate hangar building at George M. Bryan field” is enumerated, this consent item is thereby approved.

13. REQUEST APPROVAL TO RE-ADVERTISE FOR BIDS FOR THE SITE WORK REGARDING THE MDOT 2022 CORPORATE HANGAR PROJECT AND TO ADVERTISE FOR BIDS FOR THE MDOT 2023 SOUTH HANGAR RAMP EXPANSION, RENOVATION AND RELATED WORK PROJECT AT GEORGE M. BRYAN FIELD.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval to re-advertise for bids for the site work regarding the MDOT 2022 corporate hangar project and to advertise for bids for the MDOT 2023 south hangar ramp expansion, renovation and related work project at George M. Bryan field” is enumerated, this consent item is thereby approved.

14. DISCUSSION AND CONSIDERATION OF A SPECIAL EVENT REQUEST BY MISSISSIPPI STATE STUDENT ASSOCIATION TO HOLD THE 2022 BULLDOG BASH ON OCTOBER 21ST AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval of a special event request by Mississippi state student association to hold the 2022 bulldog bash on October 21st and have city participation with in-kind services specifically conditioned upon proof of insurance, as required by Section 2 of the City’s Special Events Policy, being provided no later than September 30, 2022, by 5pm for review by the City Attorney” is enumerated, this consent item is thereby approved.

15. DISCUSSION AND CONSIDERATION OF CALLING FOR TWO PUBLIC HEARINGS FOR UPDATING AND AMENDING THE UNIFIED DEVELOPMENT CODE.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval of calling for two public hearings for updating and amending the unified development code ” is enumerated, this consent item is thereby approved.

16. CONSIDERATION OF ACCEPTING THE QUOTE FROM SPRINGER ENGINEER, INC. FOR PROFESSIONAL ENGINEERING SERVICES TO ASSESS THE CONDITION OF SAND ROAD AND PROVIDE PRELIMINARY ROADWAY IMPROVEMENT OPTIONS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval of accepting the quote from Springer Engineer, Inc. for professional engineering services to assess the condition of sand road and provide preliminary roadway improvement options” is enumerated, this consent item is thereby approved.

17. REQUEST AUTHORIZATION TO HIRE BRIDGETTE SMITH AS A PERMIT SERVICES TECHNICIAN IN THE COMMUNITY DEVELOPMENT

DEPARTMENT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Bridgette Smith as a permit services technician in the community development department” is enumerated, this consent item is thereby approved.

18. REQUEST AUTHORIZATION TO HIRE STEPHEN NANTEL AS A DRIVER IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Stephen Nantel as a driver in the sanitation/environmental services department” is enumerated, this consent item is thereby approved.

19. CONSIDERATION AND APPROVAL TO PURCHASE FERTILIZER FOR FIELDS AT CORNERSTONE PARK IN THE AMOUNT OF \$7,589.00.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval to purchase fertilizer for fields at cornerstone park in the amount of \$7,589.00” is enumerated, this consent item is thereby approved.

20. CONSIDERATION AND APPROVAL TO PURCHASE TRASH CANS AND PICNIC TABLES FOR CORNERSTONE PARK NOT TO EXCEED THE AMOUNT OF \$64,475.00.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval to purchase trash cans and picnic tables for Cornerstone Park not to exceed the amount of \$64,475.00” is enumerated, this consent item is thereby approved.

21. REQUEST AUTHORIZATION TO EXECUTE CHANGE ORDER #7 FOR T&M STEEL PHASE III OF THE CORNERSTONE CONTRACT IN THE AMOUNT OF \$12,773.00 FOR ADDITIONAL DUCTWORK FOR THE C-SPIRE LINE, AND CONDUITS ON THE CONCESSIONS BUILDING.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval to execute change order #7 for T&M steel phase III of the cornerstone contract

in the amount of \$12,773.00 for additional ductwork for the c-spire line, and conduits on the concessions building” is enumerated, this consent item is thereby approved.

22. REQUEST APPROVAL FOR CONSIDERATION TO RETURN TO RENTAL AND MAINTENANCE OF CITY UNIFORMS BY A UNIFORM SERVICE FROM THE LOWER QUOTE OF \$280.53 PER WEEK FROM UNIFIRST AND ENTER IN A RELATED SERVICE CONTRACT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval to return to rental and maintenance of city uniforms by a uniform service from the lower quote of \$280.53 per week from Unifirst and enter in a related service contract” is enumerated, this consent item is thereby approved. The approved contract follows this page.

CUSTOMER SERVICE AGREEMENT

LOC. NO. _____

COMPANY NAME (Customer) _____

ADDRESS _____

ROUTE NO. _____

DATE _____

PHONE _____

SIC/NAICS _____

The undersigned (the "CUSTOMER") orders from UniFirst Corporation and/or UniFirst Holdings, Inc. d.b.a. UniFirst and/or UniFirst Canada LTD. ("UNIFIRST") the rental service(s) at the prices and upon the conditions outlined:

MERCHANDISE SERVICED								
ITEM DESCRIPTION	LOST/ DAMAGED REPLACEMENT CHARGE	SERVICE FREQUENCY	NO. OF PERSONS/ ISSUE PER PERSON	TOTAL NO. OF CHANGES/ PIECES	PRICE PER CHANGE/ PIECE	STANDARD/ NON-STANDARD ¹	TOTAL FULL SERVICE	TOTAL VAL-U-LEASE ²
Minimum weekly charge applies, equal to 75% of the initial weekly install value.								

OTHER CHARGES	AMOUNT
Garment preparation per piece	
Name emblem per piece	
Company emblem per piece	
Direct Embroidery: Wearer name per piece	
Company name per piece	

OTHER CHARGES	AMOUNT
Non-stock sizes per piece	
Special cuts per piece	
Restock/Exchange per piece	
Automatic Wiper Replacement	
Automatic Linen Replacement	
DEFE (See description on reverse side)	

PAYMENT TERMS: C.O.D. ☐ E.F.T. ☐ Approved Charge³

COMMENTS

Approved charge: CUSTOMER agrees to make payments within 45 days of invoice receipt. A late charge of 1½% per month (18% per year) for any amount in arrears may be applied.⁴

SALES REP: _____
SALES REP (Print Name) DATE

ACCEPTED⁵: _____
LOCATION MANAGER (Signature) DATE

LOCATION MANAGER (Print Name and Title)

The undersigned agrees to the attached Customer Service Agreement Terms and attests to have the authority to execute for the named CUSTOMER, and to approve use of any personalization – including logos or brand identities – that has been requested.

ACCEPTED: _____
CUSTOMER (Signature) DATE

CUSTOMER (Print Name and Title)

EMAIL _____

¹ Out-sizes of otherwise Standard Merchandise are deemed to be Non-Standard Merchandise.

² Merchandise which is Val-U-Leased is not cleaned by UniFirst.

³ Charge status contingent upon continuing credit worthiness and may be revoked at UniFirst's discretion.

⁴ All returned checks and declined credit/debit cards subject to \$35 processing fee.

⁵ This Agreement is effective only upon acceptance by UniFirst Location Manager.

REQUIREMENTS SUPPLIED. Customer orders from UniFirst Corp. ("UniFirst") the rental garments and/or other items of the type specified in this Agreement ("Merchandise") and related pickup/delivery and maintenance services (collectively with Merchandise, "Services") for all of Customer's requirements therefor, at the prices and upon the terms and conditions set forth herein. Additional Services requested by Customer, verbally or in writing, will also be covered by this Agreement. All rental Merchandise supplied to Customer remains the property of UniFirst. Customer warrants that it is not subject to, and that this Agreement does not interfere or conflict with, any existing agreement for the supply of the Merchandise or Services covered.

PERFORMANCE GUARANTEE. UNIFIRST GUARANTEES TO DELIVER HIGH-QUALITY SERVICE AT ALL TIMES. All items of Merchandise cleaned, finished, inspected, repaired, and delivered by UniFirst will meet or exceed industry standards, or non-conforming items will be replaced by the next scheduled delivery day at no cost to Customer. Items of rental Merchandise requiring replacement due to normal wear and tear will be replaced at no cost to Customer, save for any applicable personalization and setup charges.

Customer expressly waives the right to terminate this Agreement during the initial term or any extension thereof for deficiencies in the quality of Services unless: (1) complaints are first made in writing to UniFirst which set forth the precise nature of any deficiencies; (2) UniFirst is afforded at least 60 days to correct any deficiencies complained of; and (3) UniFirst fails to correct those deficiencies complained of within 60 days. In the event Customer complies with the foregoing and UniFirst fails to correct such deficiencies, Customer may terminate this Agreement by written notice to UniFirst, providing that all previous balances due to UniFirst have been paid in full and that all other conditions to terminate have been satisfied. Any delay or interruption of the Services provided for in this Agreement by reason of acts of God, fires, explosions, strikes or other industrial disturbances, or any other cause not within the control of UniFirst, shall not be deemed a breach or violation of this Agreement.

TERM AND RENEWAL. This Agreement is effective when signed by both the Customer and UniFirst Location Manager and continues in effect for 36 months after installation of Merchandise (for new customers) or any renewal date. This Agreement will be renewed automatically and continuously for multiple successive 36-month periods unless Customer or UniFirst gives written notice of non-renewal to the other at least 90 days prior to the next expiration date.

PRICES AND PAYMENTS. Prices are based on 52 weeks of service per year. Any increase(s) to Service Frequency could result in additional charges. On an annual basis, the prices then in effect will be increased by the greater of the annual percent increase in the Consumer Price Index - All Urban Consumers, Series ID: CUUROOOOSAG, other goods and services, or by 5%. Additional price increases and other charges may be imposed by separate written notice or by notation on Customer's invoice. Customer may, however, decline such additional increases or charges by notifying UniFirst in writing within 10 days after receipt of such notice or notation. If Customer declines said additional price increases, UniFirst may terminate this Agreement. Customer also agrees to pay the other charges and minimum weekly charge herein specified. Charges relating to a wearer leaving Customer's employ can be terminated by (1) giving notice thereof to UniFirst and (2) returning or paying for any missing Merchandise issued to that individual. Any Merchandise payments required pursuant to this Agreement will be at the replacement price(s) then in effect hereunder. If an authorized Customer representative is not available to receive and acknowledge delivery of Merchandise, Customer authorizes UniFirst to make delivery and assumes responsibility for related charges/invoices.

If Customer fails to make timely payment, UniFirst may, at any time and in its sole discretion, terminate this Agreement by giving written notice to Customer, whether or not UniFirst has previously strictly enforced Customer's obligation to make timely payments. Customer agrees to pay, and will pay, all applicable sales, use, personal property, and other taxes and assessments arising out of this Agreement.

DEFE CHARGE. Customer's invoices may also include a DEFE charge to cover all or portions of certain expenses including:

D = DELIVERY, or expenses associated with the actual delivery of Services and Merchandise to Customer's place of business, primarily Route Sales Representative commissions, management salaries, vehicle depreciation, equipment maintenance, insurance, road use charges and local access fees.

E = ENVIRONMENTAL, or expenses (past, present, and future) UniFirst absorbs related to wastewater testing, purification, effluent control, solids disposal, supplies and equipment for pollution controls and energy conservation, and overall regulatory compliance.

F = FUEL, or the gas, diesel fuel, oil, and lubricant expenses associated with keeping UniFirst's fleet vehicles on the road and servicing its customers.

E = ENERGY, primarily the natural gas UniFirst uses to run boilers and gas dryers, plus other local utility charges.

MERCHANDISE. Customer acknowledges and agrees to notify all employees that Merchandise supplied is for general occupational use and, except as expressly specified below, affords no special user protections. Customer further acknowledges that: (1) Customer has unilaterally and independently determined and selected the nature, style, performance characteristics, number of changes and scope of all Merchandise to be used and the appropriateness of such Merchandise for Customer's specific needs or intended uses; and (2) UniFirst does not have any obligation to advise, and has not advised, Customer concerning the fitness or suitability of the Merchandise for Customer's intended use.

Flame Resistant ("FR") Merchandise supplied hereunder is intended only to prevent the ignition and burning of fabric away from the point of high heat impingement and to self-extinguishing upon removal of the ignition source. FR items will not provide significant protection from burns in the immediate area of high heat contact due to thermal transfer through the fabric and/or destruction of the fabric in the area of such exposure. FR items are designed for continuous wear as only a secondary level of protection. Primary protection is still required for work activities where direct or significant exposure to heat or open flame is likely to occur.

Visibility Merchandise is intended to provide improved conspicuity of the wearer under daylight conditions and when illuminated by a light source of sufficient candlepower at night. It is Customer's responsibility to determine the level of conspicuity needed by wearers under specific work conditions. Further, Customer agrees that Visibility Merchandise alone does not ensure conspicuity of the wearer and that additional safety precautions may be necessary. The Visibility Merchandise supplied satisfied particular ANSI/ISEA standards only when they were new and unused and only if so labeled. Customer acknowledges that usage and laundering of Visibility Merchandise may adversely affect its conspicuity.

Healthcare/Food-Related Customer acknowledges that: (1) UniFirst does not guarantee or warrant that the Merchandise selected by Customer or that processed garments delivered by UniFirst will be appropriate or sufficient to provide a hygienic level adequate for individual Customer's needs; and (2) optional poly-bagging* is recommended to reduce the risk of cross-contamination of Merchandise, and the failure to utilize such service may adversely affect the efficacy of UniFirst's hygienic cleaning process. (* *Poly-bag services incur additional charges.*)

If any Merchandise supplied hereunder is Merchandise that: (1) UniFirst does not stock for whatever reason (including due to style, color, size or brand); (2) consists of non-UniFirst manufactured or customized FR Merchandise; or (3) consists of Merchandise that has been permanently personalized (in all cases known as "Non-Standard Merchandise"), then, upon the discontinuance of any Service hereunder at any time for any reason, including expiration, termination, or cancellation of this Agreement, with or without cause, deletion of any Non-Standard Merchandise from Customer's Service Program, or due to employee reductions (in each case a "Discontinuance of Service"), Customer will purchase at the time of such Discontinuance of Service all affected Non-Standard Merchandise items then in UniFirst's inventory (in-service, shelf, as well as any manufacturer's supplies ordered for Customer's use), paying for same the replacement charges then in effect.

Customer agrees not to contaminate any Merchandise with asbestos, heavy metals, solvents, inks, or other hazardous or toxic substances ("contaminants"). Customer agrees to pay UniFirst for all Merchandise that is lost, stolen, damaged or abused beyond repair. As a condition to the termination of this Agreement, for whatever reason, Customer will return to UniFirst all standard Merchandise in good and usable condition or pay for same at the replacement charges then in effect.

OBLIGATIONS AND REMEDIES. Customer expressly waives the right to terminate this Agreement before the expiration date for budgetary reasons, for twelve (12) months following the initial installation of Merchandise, after which, Customer may terminate this Agreement, solely for budgetary reasons, with ninety (90) days written notice to UniFirst, provided however, that: (a) all previous undisputed balances due UniFirst are paid in full, (b) all standard Merchandise items are returned to UniFirst in a good and usable condition or are paid for at the replacement charges then in effect, and (c) Customer pays the replacement charges for all Non-Standard Merchandise items as set forth herein.

Notwithstanding the foregoing, in the event Customer breaches or terminates this Agreement before the expiration date for any reason (other than for UniFirst's failure under the performance guarantee or for budgetary reasons as described above), Customer will pay UniFirst, as liquidated damages and not as a penalty (the parties acknowledging that actual damages would be difficult to calculate with reasonable certainty) an amount equal to 50 percent of the average weekly amounts invoiced in the preceding 26 weeks, multiplied by the number of weeks remaining in the current term. These damages will be in addition to all other obligations or amounts owed by Customer to UniFirst, including the return of Standard Merchandise or payment of replacement charges, and the purchase of any Non-Standard Merchandise items as set forth herein.

This Agreement shall be governed by Mississippi law (exclusive of choice of law). If a dispute arises from or relates in any way to this Agreement or any alleged breach thereof at any time, the parties will first attempt to resolve the claim or dispute by negotiation at agreed time(s) and location(s). All negotiations are confidential and will be treated as settlement negotiations.

MISCELLANEOUS. The parties agree that this Agreement represents the entire agreement between them. In the event Customer issues a purchase order to UniFirst at any time, none of the standard pre-printed terms and conditions therein shall have any application to this Agreement or any transactions occurring pursuant hereto or thereto.. Customer may not assign this Agreement without the prior written consent of UniFirst. Customer agrees that in the event it sells or transfers its business, it will require the purchaser or transferee to assume all obligations and responsibilities under this Agreement, provided that such assumption shall not relieve Customer of its liabilities hereunder and provided further that any failure by a purchaser or transferee to assume this Agreement shall constitute a breach and early termination of this Agreement resulting in the obligation to pay all amounts on account thereof as set forth in this Agreement. In the event any portion of this Agreement is held by a court of competent jurisdiction or by a duly appointed arbitrator to be unenforceable, the balance will remain in effect. All written notices provided to UniFirst must be sent by certified mail to the attention of the Location Manager. In Texas and certain other locations, UniFirst's business is conducted by, and the term "UniFirst" as used herein means, UniFirst Holdings, Inc. d.b.a. UniFirst.

23. REQUEST AUTHORIZATION TO PURCHASE FOUR (4) MILTON ROY G SERIES MACROY 150 PSI METERING PUMPS FOR THE BLUEFIELD AND SOUTH MONTGOMERY WATER TREATMENT PLANTS FROM CENTRO INC IN THE AMOUNT OF \$12,594.36.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval to purchase four (4) Milton Roy G series Macroy 150 psi metering pumps for the Bluefield and South Montgomery water treatment plants from Centro Inc. in the amount of \$12,594.36” is enumerated, this consent item is thereby approved.

24. REQUEST EMERGENCY AUTHORIZATION TO LEASE TWO GODWIN 8” DIESEL PUMPS FOR THE WASTEWATER TREATMENT PLANT UNTIL THE FORCEMAIN CAN BE REPAIRED FROM HYDRA SERVICE INC IN THE AMOUNT OF \$12,794.00 PER MONTH.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval to lease two Godwin 8” diesel pumps for the wastewater treatment plant until the forcemain can be repaired from hydra service Inc. in the amount of \$12,794.00 per month” is enumerated, this consent item is thereby approved.

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS:

Mayor Spruill thanked the County for joining the City on overlay projects associated with Garrard Road, Collier Road and Hospital Road and thanked Supervisors Trainer and Howard for their support of same. She also thanked the Parks and Recreation Department for a nice and successful 4th of July fireworks show and event.

BOARD OF ALDERMEN COMMENTS:

Alderman Caver congratulated the Starkville 7U Overall State Champions.

Alderman Rupp thanked the coaches and parents of the Starkville 7U Overall State Champions.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, expressed concern over his inability to see a particular business sign. Toni Clay, Ward 6, inquired about the City’s residential construction permitting process.

PUBLIC APPEARANCES: None

PUBLIC HEARING:

FIRST PUBLIC HEARING ON THE REDISTRICTING PLAN DEVELOPED FOR THE 2020 CENSUS AND THE FINAL ANNEXATION ORDER.

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

25. 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 June 27, 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	\$ 116,500.44
Restricted Police Fund	002	270.00
Airport Fund	015	6,778.05
Restricted Airport Fund	016	8776.38
Sanitation	022	29,040.93
Industrial Park Bond	120	780.00
Park Bond - 2020	380	372,275.78
Payroll	681	2441.76
Sub Total Before Utilities		\$ 536,863.34
Utilities Dept.	SED	668,246.09
Total Claims	Total	\$ 1,205,106.43

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

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

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

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

27. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Carver offered a motion to enter Executive Session for the purpose of discussing a potential sale of land by the City of Starkville, to conduct a hearing on a grievance brought by a Starkville Fire Department employee, and to discuss the job performance of an employee in the Starkville Engineering Department. Following a second by Alderman Brooks, the Board voted as follows to enter Executive Session:

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

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

The Mayor invited the public back in, and after allowing the public time to enter the room, made the announcement of the Board's decision to enter into Executive Session for the purpose of discussing a potential sale of land by the City of Starkville, to conduct a hearing on a grievance brought by a Starkville Fire Department employee, and to discuss the job performance of an employee in the Starkville Engineering Department. At this time, the Board entered Executive Session.

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

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

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

Having received a majority affirmative vote, the Mayor declared the motion passed. The Mayor invited the public back in and then announced that the Board had taken action in Executive Session.

29. MOTION TO HIRE CHRIS WILLIAMS AS CITY ENGINEER.

Alderman Carver made a motion to hire Chris Williams as City Engineer. The motion failed for lack of a second.

30. MOTION TO HIRE CODY BURNETT AS CITY ENGINEER AT AN ANNUAL SALARY OF \$100,000.00, TO RETAIN THE POOL OF CANDIDATES TO BE CONSIDERED FOR ANY FUTURE POSITIONS IN THE CITY'S ENGINEERING DEPARTMENT, AND FOR THE CITY'S HUMAN RESOURCES DEPARTMENT TO DEVELOP A JOB DESCRIPTION FOR ASSOCIATE ENGINEER/PROJECT MANAGER IN THE ENGINEERING DEPARTMENT.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Sistrunk, to hire Cody Burnett as City Engineer at an annual salary of \$100,000.00, to retain the pool of candidates to be considered for any future positions in the City's engineering department, and for the City's human resources department to develop a job description for associate engineer/project manager in the engineering department, the Board voted as follows:

Alderman Ben Carver	Voted: Nay
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea

Alderman Mike Brooks	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

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

Upon the motion of Alderman Vaughn, duly seconded by Alderman Brooks, for the Board of Aldermen to recess the meeting until March 15, 2022 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

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

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

SIGNED AND SEALED THIS THE _____ DAY OF JULY, 2022.

Attest:

D. LYNN SPRUILL, MAYOR

JOANNA MCLAURIN, DEPUTY CITY CLERK

(SEAL)