

**MINUTES OF THE RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
October 18, 2022**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on October 18, 2022 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, Jeffrey Rupp, Mike Brooks, Hamp Beatty, Roy A'. Perkins and Henry Vaughn, Sr. as well as City Attorney Chris Latimer and City Clerk / CFO Lesa Hardin.

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

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

Alderman Sistrunk asked that Board Business A (appoint Stephens, Inc. as financial advisor) be added to consent. There being no additional changes, the Mayor called for a motion to approve the agenda with consent items.

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

Alderman Rupp offered a motion, duly seconded by Alderman Carver, to approve the October 18, 2022 Official Agenda. The Board voted as follows:

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

Having received a majority affirmative vote, the Mayor declared the motion carried and then read the consented items.

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
RECESS MEETING OF TUESDAY, OCTOBER 18, 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 SEPTEMBER 20, 2022 MEETING OF THE MAYOR
AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.**

CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 29, 2022 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 30, 2022 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS: New Employee Introductions

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARINGS

PUBLIC HEARING AND CONSIDERATION OF UE 22-03 A REQUEST FOR USE EXCEPTION TO ALLOW FOR THE USE "OFFICES-PROFESSIONAL" AT 400 GREENSBORO STREET IN A TN-E ZONING DISTRICT

PUBLIC HEARING AND CONSIDERATION OF VA 22-11 A REQUEST FOR VARIANCES FROM MAXIMUM LOT WIDTH AND MINIMUM FRONTAGE BUILDOUT AND SE 22-05 A REQUEST FOR A SPECIAL EXCEPTION TO ALLOW FOR A REDUCTION IN THE MINIMUM PARKING REQUIREMENTS FOR A PROPOSED DEVELOPMENT ON THE THREE LOTS ON RUSSELL STREET AT THE NORTHWEST CORNER OF THE INTERSECTION WITH JARNIGAN STREET IN A T5-C ZONING DISTRICT.

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURE LOCATED AT 210 WEST GILLESPIE STREET WITH PARCEL NUMBER 102B-00-321.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURE LOCATED AT 112 FELLOWSHIP WITH PARCEL NUMBER 101D-00-040.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF APPROVING THE LONG-TERM GROUND LEASE FOR THE OKTIBBEHA COUNTY HUMANE SOCIETY FOR THE CONSTRUCTION OF AN ADDITION TO THE FACILITY AND RELATED USES.

X. BOARD BUSINESS

A. REQUEST APPROVAL TO APPOINT STEPHENS, INC. AS FINANCIAL ADVISOR TO THE CITY OF STARKVILLE RELATING TO VARIOUS BOND ISSUANCES, INCLUDING, BUT NOT LIMITED TO GENERAL OBLIGATION BONDS, BONDS FINANCED BY SPECIAL TAX LEVY, REVENUE BONDS, AND TAX INCREMENT FINANCING BONDS.

XI. DEPARTMENT BUSINESS**A. AIRPORT**

1. REQUEST APPROVAL FOR GRANT WRITING SERVICES FROM NORTHSTAR AEROSPACE SOLUTIONS FOR A TERMINAL BUILDING GRANT AT GEORGE M. BRYAN FIELD

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. CONSIDERATION OF APPROVAL TO APPOINT GEORGE SILLS TO THE BOARD OF ADJUSTMENTS AND APPEALS FOR THE UNEXPIRED TERM OF WARD 4 EXPIRING ON JUNE 30, 2025.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. APPROVAL OF GARVER, LLC'S CONTRACT TO PROVIDE PRELIMINARY ENGINEERING AND ENVIRONMENTAL SERVICES FOR THE STARK ROAD AND HOSPITAL ROAD EXTENSION PROJECT NOT TO EXCEED \$261,160.00.
2. CONSIDERATION OF APPROVAL OF GARVER, LLC ENGINEERING SERVICES CONTRACT FOR THE SPRING STREET AND HIGHWAY 12 TAP GRANT PROJECT USING MDOT SMALL PURCHASE PROCEDURE; AND AUTHORIZATION FOR MAYOR TO EXECUTE ANY NECESSARY MDOT PAPERWORK FOR THIS PROJECT IN ACCORDANCE WITH THE MDOT LOCAL PUBLIC AGENCIES (LPA) MANUAL.
3. CONSIDERATION OF THE CONSULTING SERVICES CONTRACT FROM DD CONSULTING, LLC FOR THE PARKS PROJECT CURRENTLY UNDER DESIGN INCLUDING MCKEE AND NEEDMORE COMMUNITY CENTER.
4. CONSIDERATION OF ACCEPTANCE OF THE LOW BID FOR THE CONSTRUCTION OF LOUISVILLE STREET TRAFFIC SIGNAL IMPROVEMENTS FROM POWELL CONSTRUCTION SERVICES, INC.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKETS FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF 9/30/2022 FOR FISCAL YEAR ENDING 9/30/22 AND AS OF 10/10/2022 FOR FISCAL YEAR ENDING 9/30/23, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.
2. ACCEPTANCE OF THE SEPTEMBER 2022 FINANCIAL STATEMENTS.
3. REQUEST APPROVAL OF FINAL BUDGET ADJUSTMENTS FOR FISCAL YEAR 2022.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION TO PURCHASE 10 SETS OF LION V-FORCE PBI MAX FIREFIGHTING (TURNOUT GEAR) COATS AND PANTS FROM NAFECO (MS CONTRACT # 8200061254) IN THE AMOUNT OF \$37,690.00.
2. REQUEST AUTHORIZATION FOR CHIEF CHARLES YARBROUGH, B.C. ROOSEVELT HARRIS AND B.C. JEROME CLARK TO TRAVEL TO HATTIESBURG, MS TO ATTEND THE 2022 MID-WINTER FIRE CHIEFS CONFERENCE DECEMBER 6 - 8, 2022 AT A NOT TO EXCEED ADVANCE TOTAL COST OF \$3,000 (HOTEL, MEALS, REGISTRATION AND TRAVEL).
3. REQUEST AUTHORIZATION FOR BRIAN ARNETT TO TRAVEL TO GULFPORT, MS TO ATTEND THE 2022 TRAINING CHIEFS CONFERENCE NOVEMBER 2 - 4, 2022 AT A NOT TO EXCEED ADVANCE TOTAL COST OF \$800.00 (MEALS, HOTEL, AND CONFERENCE REGISTRATION).

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE BRIAN ARNETT AS A TRAINING CHIEF IN THE STARKVILLE FIRE DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE RONALD EVANS AND ANDY MOORE AS WATER TECHNICIANS FOR THE UTILITIES DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE SUBRINA PHIPPS AS AN EXECUTIVE ADMINISTRATIVE ASSISTANT IN THE STARKVILLE UTILITIES DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE AUBREY GANN AS A PART TIME ENGINEERING INTERN IN THE STARKVILLE UTILITIES DEPARTMENT.
5. REQUEST AUTHORIZATION TO HIRE JESSLYN GRAY AS A CUSTOMER SERVICE REPRESENTATIVE IN THE STARKVILLE UTILITIES DEPARTMENT.
6. REQUEST AUTHORIZATION TO HIRE DUSTIN EVANS AS A MAINTENANCE WORKER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
7. REQUEST AUTHORIZATION TO HIRE BRANDON HUDSON, CAMERON JOHNSON AND JOSH REED AS MAINTENANCE WORKERS II IN THE STREET DEPARTMENT.
8. REQUEST AUTHORIZATION TO HIRE WILLIAM FENIMORE AND JACOB VARGO AS ENTRY LEVEL FIREFIGHTERS IN THE STARKVILLE FIRE DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. REQUEST APPROVAL TO PURCHASE JOHN DEERE GATOR TURF TX (STATE CONTRACT 8200061319) IN PLACE OF THE JOHN DEERE GATOR TX (STATE CONTRACT 8200055711) APPROVED MARCH 1, 2022, AT AN ADDITIONAL COST OF \$1,273.85.

J. POLICE DEPARTMENT

1. REQUEST APPROVAL TO PURCHASE (SWAT GEAR) BULLET PROOF HELMETS FROM UNITED SHIELD INTERNATIONAL LOWEST QUOTE OF \$705 EACH, OVER THE HEAD HEARING PROTECTION WITH TACTICAL COMMUNICATION CAPABILITY FROM TNVC, INC AT LOWEST QUOTE OF \$944.10 EACH, AND LONG-TERM GAS MASKS FROM ACCURATE LAW ENFORCEMENT LOWEST QUOTE OF \$499.80 FOR A TOTAL OF \$25,786.71 OF WHICH \$24,500.00 TO BE REIMBURSED BY THE FY23 22LE347 HOMELAND SECURITY GRANT AND THE REMAINING TO BE PAID FROM POLICE SUPPLIES.
2. REQUEST PERMISSION TO ACCEPT AND ENTER INTO A GRANT AGREEMENT WITH THE STATE OF MISSISSIPPI, DEPARTMENT OF PUBLIC SAFETY, JUSTICE ASSISTANCE GRANT IN THE AMOUNT OF \$3,563.00 WITH A 25% LOCAL MATCH OF \$1,187.00.
3. REQUEST APPROVAL TO EXTEND THE LEASE AGREEMENT WITH HARLEY-DAVIDSON OF CENTRAL MS FOR THREE (3) MOTORCYCLES @ \$350 PER MOTORCYCLE PER MONTH UNTIL APRIL 2024.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO APPROVE CHANGE ORDER #2 IN THE AMOUNT OF \$4,756 DESIGN CHANGES FOR THE TEREX DIGGER TRUCK.
2. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM STUART IRBY FOR FIRE RETARDANT UNIFORM PANTS FOR THE ELECTRIC DIVISION IN THE AMOUNT OF \$5,346.72.
3. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST QUOTE FROM NESCO FOR FIRE RETARDANT UNIFORM SHIRTS FOR THE ELECTRIC DIVISION IN THE AMOUNT OF \$8,281.36.
4. REQUEST AUTHORIZATION TO ACCEPT THE QUOTE FROM ANIXER FOR 64 WATER MODULES, A SOLE SOURCE PROVIDER, IN THE AMOUNT OF \$5,609.60

XII. CLOSED DETERMINATION SESSION**XIII. OPEN SESSION****XIV. EXECUTIVE SESSION****XV. OPEN SESSION****XVI. ADJOURN UNTIL NOVEMBER 1, 2022 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.**

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

Consent items 2 – 33:**2. CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 20, 2022 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.**

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the October 18, 2022 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the September 20, 2022 meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 29, 2022 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the October 18, 2022 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the September 29, 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 SEPTEMBER 30, 2022 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the October 18, 2022 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the September 30, 2022 work session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF APPROVING THE LONG-TERM GROUND LEASE FOR THE OKTIBBEHA COUNTY HUMANE SOCIETY FOR THE CONSTRUCTION OF AN ADDITION TO THE FACILITY AND RELATED USES.

Upon the request of Mayor Spruill to table this item until the November 1, 2022 agenda, Alderman Beatty offered a motion to table the long-term ground lease for the Oktibbeha County Humane Society for the construction of an addition to the facility and related uses. Alderman Brooks seconded the motion and 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 and the item tabled.

6. CONSIDERATION TO APPOINT STEPHENS, INC. AS FINANCIAL ADVISOR TO THE CITY OF STARKVILLE RELATING TO VARIOUS BOND ISSUANCES, INCLUDING, BUT NOT LIMITED TO GENERAL OBLIGATION BONDS, BONDS FINANCED BY SPECIAL TAX LEVY, REVENUE BONDS, AND TAX INCREMENT FINANCING BONDS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the October 18, 2022 Official Agenda, and to accept items for consent, whereby the “approval to appoint Stephens, Inc. as Financial Advisor to the City of Starkville relating to various bond issuances, including, but not limited to general obligation bonds, bonds financed by special tax levy, revenue bonds, and tax increment financing bonds” is enumerated, this consent item is thereby approved. The agreement follows this page.

Stephens Inc. Municipal Advisor Agreement

This Municipal Advisor Agreement (the “*Agreement*”) is entered into this 20th day of October, 2022, between the City of Starkville (the “*Client*”) and Stephens Inc. (“*Stephens*”) and sets forth the terms and conditions under which Stephens will provide services to the Client. Stephens and the Client are referred to herein individually as a “*Party*” and collectively as the “*Parties*.”

WHEREAS, the Client desires to obtain the services of a municipal advisor to assist with the development and implementation of strategies to meet its capital financing needs and render assistance in connection with the municipal finance transactions described on **Schedule A** attached hereto (the “*Transaction*”); and

WHEREAS, Stephens is registered as a Municipal Advisor with the U.S. Securities and Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB) and Stephens is capable of providing the necessary municipal advisory services;

NOW, THEREFORE, in consideration of the above mentioned premises and intending to be legally bound hereby, the Client and Stephens agree as follows:

1. Scope of Services. Stephens will provide, upon request of the Client, the municipal advisory and/or consultant services described in **Schedule A** attached hereto and incorporated herein by reference. The Client and Stephens intend and agree that, to the extent the performance of services by Stephens with respect to the Transaction constitutes municipal advisory activities within the meaning of the Securities Exchange Act of 1934 (the “*Exchange Act*”) or otherwise creates a duty of Stephens under the Exchange Act or the Rules of the Municipal Securities Rulemaking Board and applicable state and local laws, Stephens’ duties do not extend beyond the services to be provided with respect to the Transaction.

2. Client Responsibilities. The Client shall:

a. Take all usual and customary steps necessary to complete the issuance of the bonds or notes (the “*Securities*”), as applicable, including but not limited to: directing the preparation and execution of all documents reasonably requested supporting the Securities, and participation by Client staff and third parties in a due diligence process in connection with the issuance of the Securities.

b. Furnish information, data, reports, and records in the possession of the Client necessary for carrying out the work to be performed under this Agreement;

c. Review the preliminary official statement or other disclosure documentation and confirm the accuracy of the information presented therein;

d. Allow Stephens to rely on the Client’s representations that the disclosure provided with respect to the Securities is not misleading, and, if necessary, direct bond and local counsel to include Stephens as addressee on all certifications and communications therein;

e. Approve the form of official statement or other disclosure documentation and direct its dissemination;

f. If applicable, participate in all calls, discussions and requests for information necessary to complete the credit rating process; and

g. Comply in all respects with state and federal securities laws, including but not limited to the Securities Act of 1933 and Rules 10b-5 (anti-fraud) and 15c2-12 (continuing disclosure) promulgated under the Securities Exchange Act of 1933 relating to disclosure in connection with municipal securities.

3. Stephens Compensation and Expenses. The fees due to Stephens hereunder shall be as set forth in **Schedule B** attached hereto. In addition, Stephens shall be entitled to reimbursement of expenses incurred in connection with any services provided hereunder as set forth in **Schedule B**.

4. Client Expenses. The Client will be responsible, to the extent required for the issuance of the Securities, for the payment of all fees and expenses commonly known as Costs of Issuance, including but not limited to: publication expenses, local legal counsel, bond counsel, ratings, credit enhancement, travel associated with securing any rating or credit enhancement, printing and distribution of required documents, trustee fees, paying agent fees, CUSIP identifiers, and the like.

5. Required Notices and Disclosures.

a. MSRB Rule G-10 Notices. Stephens is registered with the U. S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board (MSRB). The MSRB's website is www.msrb.org. A municipal advisory client brochure is posted on the website of the MSRB that describes the protections that may be provided by MSRB rules and how to file a complaint with an appropriate regulatory authority.

b. MSRB G-42 Disclosures. MSRB Rule G-42 requires that Stephens provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Schedule C and Schedule D attached hereto.

6. Advice of Third Parties. The Client agrees that, to the extent the Client seeks to have Stephens provide advice with regard to any recommendation made by third party financial service providers, bankers, underwriters, accountants, legal advisors or others providing guidance similar in scope to that contemplated herein, the Client will provide to Stephens written direction to do so as well as any information it has received from such third party relating to its recommendation. In connection with advice to be provided by Stephens with regard to a recommendation made by a third party, Stephens may communicate with such third party as necessary or appropriate to allow Stephens to provide informed advice to the Client with regard to the recommendation. No recommendation by a third party shall be deemed to be a recommendation by Stephens unless Stephens otherwise provides. In particular, a determination that a third party's recommendation is suitable shall not be deemed to constitute a recommendation by Stephens unless otherwise expressly provided by Stephens.

7. Entire Agreement/Amendments. This Agreement, including any Schedules and amendments hereto which are expressly incorporated herein, constitute the entire Agreement between the Parties hereto and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both Stephens and the Client.

8. Term of Agreement. The term of this Agreement begins on the date set forth above and ends as set forth on **Schedule A**.

9. No Third Party Beneficiary. This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

10. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but which taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above. By the signature of its representative below, each Party affirms (a) that it has taken all actions necessary to authorize said representative to execute this Agreement, and (b) that it has read in its entirety this Agreement, including the attached Schedules, and has had the opportunity to ask any questions or seek any clarification about any aspect of this Agreement, including specifically any disclosures of conflicts of interest.

By: Lynn Spruill
Title: Mayor, Starkville
Client Signature:

By: Pierce Moore
Title: Vice President, Stephens Inc.
Signature:



Schedule A

Term and Scope of Municipal Advisory Services

Term of Agreement

The term of this Agreement shall commence on the execution date of this Agreement and shall expire July 1, 2025. The contract may be extended by mutual agreement, and with additional provisions as necessary, for additional terms beyond the initial contract expiration. The contract may be terminated by either party upon 30 days written notice.

Scope of Services

The Scope of Services to be provided under this Agreement shall consist of the activities described below with respect to the planned issuance of the Securities.

- A. ***New Issues.*** Provide some or all of the following services with respect to the Client's new Issue(s):
1. Evaluate options or alternatives with respect to the proposed new Issue
 2. Review recommendations made by other parties to the Client with respect to the new Issue
 3. Provide transparency and recommendations to the Client regarding professional fees and the underwriter's discount associated with the transaction
 4. Review financial and other information regarding the Client, the proposed Issue and any source of repayment of or security for the Issue
 5. Consult with and/or advise the Client on actual or potential changes in market place practices, market conditions, regulatory requirements or other matters that may have an impact on the Client and its financing plans
 6. Assist the Client in establishing a plan of financing
 7. Assist the Client in establishing the structure, timing, terms and other similar matters concerning the Issue
 8. Prepare the financing schedule
 9. Consult and meet with representatives of the Client and its agents or consultants with respect to the Issue
 10. Attend meetings of the Client's governing body, as requested
 11. Advise the Client on the manner of sale of the Issue
 12. Assist in the gathering of information with respect to financial and other statistical and factual information relating to the Client in connection with the preparation of the preliminary and final official statement
 13. If the Issue is to be sold on a competitive bid basis, assist in the preparation of the preliminary and final official statement and the bid package, obtain CUSIP numbers and provide an electronic version of the official statement to the winning underwriter
 14. If the Issue is to be sold on a negotiated basis, assist in the preparation and/or review the preliminary and final official statement
 15. Make arrangements for posting/printing, advertising and other vendor services necessary or appropriate in connection with the Issue
 16. Advise the Client with regard to any continuing disclosure undertaking required to be entered into in connection with the Issue, including advising on the selection of a dissemination agent
 17. In a competitive bid sale, assist the Client in collecting and analyzing bids submitted by

- underwriters and in connection with the Client's selection of a winning bidder
18. In a negotiated sale, assist the Client in the selection of underwriter(s)
 19. At the time of sale, provide the Client with relevant data on comparable issues recently or currently being sold nationally and by comparable Clients
 20. In a negotiated sale, coordinate pre-pricing discussions, supervise the sale process, advise the Client on matters relating to retail or other order periods and syndicate priorities, review the order book, advise on the acceptability of the underwriter's pricing and offer to purchase
 21. Advise the Client with respect to recommendations made by the underwriter(s) and other interactions between the Client and the underwriter(s)
 22. Review required underwriter disclosures to the Client
 23. Assist the Client in selecting legal and other professionals (such as trustee, escrow agent, accountant, feasibility consultant, etc.) to work on the Issue
 24. Respond to questions from bidders, underwriters or potential investors
 25. Arrange and facilitate visits to, prepare materials for, and make recommendations to the Client in connection with credit ratings agencies, insurers and other credit or liquidity providers
 26. Work with bond counsel and other transaction participants to prepare and/or review necessary authorizing documentation of the Client and other documents necessary to finalize and close the Issue
 27. Coordinate working group sessions, closing, delivery of the new Issue and transfer of funds
 28. Prepare a closing memorandum or transaction summary, together with general guidance for the Client with respect to post-closing requirements relating to the use and investment of bond proceeds and the payment of debt service
 29. Provide such other usual and customary financial advisory services as may be requested by the Client
- B. ***Outstanding or Potential Issues.*** Provide some or all of the following services with respect to the Client's outstanding Issue(s):
1. Advise the Client on potential exercise of optional or other call rights, or potential tender offers, for outstanding Issue(s)
 2. Advise the Client on potential refunding or other refinancing opportunities of its outstanding Issue(s)
 3. Review recommendations made by other parties to the Client with respect to outstanding Issue(s)
 4. Evaluate options or alternatives for the Client with respect to, and assist in identifying, financing opportunities, including recommendations by other parties to the Client for potential financings
 5. Consult with and/or advise the Client on actual or potential changes in market place practices, market conditions, regulatory requirements or other matters that may have an impact on the Client's outstanding Issue(s)
 6. Advise the Client on post-issuance disclosure compliance matters, including specific issues that may arise from time to time and the preparation, review and revision of applicable policies and procedures, relating to outstanding Issue(s)
 7. Advise the Client on matters relating to compliance with, including testing and/or reporting on compliance with, bond or other covenants relating to outstanding Issue(s)
 8. Review documentation of outstanding Issue(s) with Client personnel and with the Client's bond counsel and other consultants
 9. Assist the Client in responding to inquiries from investors or other market participants in connection with the Client's outstanding Issue(s)

- C. **Products.** Provide some or all of the following services with respect to the Client's Product(s) relating to its Issue(s):
1. Advise the Client on the investment of proceeds of the Client's Issue(s) or on municipal escrow investments relating to such Issue(s), including but not limited to advice on or brokerage of guaranteed investment contracts for the investment of proceeds of the Issue or for municipal escrow investments, or the recommendation and brokerage of municipal escrow investments in connection with the Issue(s)

Limitations on Scope of Services

The Scope of Services are subject to the following limitations:

The Scope of Services with respect to Stephens' engagement as municipal advisor shall be limited solely to the services set forth in this Schedule as they relate to the Transaction, and shall not encompass (i) the services described herein with respect to any other offering or potential offering of the Client or (ii) any services not described herein with respect to the Transaction.

Unless otherwise provided in Schedule A, Stephens is not responsible for preparing any preliminary or final official statement or other disclosure documents, or for certifying as to the accuracy or completeness of any preliminary or final official statement or other disclosure documents, other than with respect to any information about Stephens provided by Stephens for inclusion in such documents.

The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any Transaction or in connection with any opinion or certificate rendered by counsel or any other person at closing, and does not include review or advice on any feasibility study.

The Scope of Services may be changed only by written amendment to this Schedule, and the parties agree to amend this Schedule promptly to reflect any material changes or additions to the Scope of Services.

Schedule B Compensation and Expenses

Fees for the services provided by Stephens to the Client under this Agreement and the manner for payment of expenses incurred by Stephens in the course of performing its services are as set forth below:

For General Obligation Bonds and Revenue Bonds, Stephens proposes using a sliding scale for fees based on bond proceeds with a minimum of \$15,000 per transaction.

From	To	Fee
\$ -	\$ 5,000,000	0.35%
\$ 5,000,000	\$ 15,000,000	0.30%
\$ 15,000,000	\$ 30,000,000	0.25%
\$ 30,000,000	\$ 50,000,000	0.20%
\$ 50,000,000	\$ 75,000,000	0.15%
\$ 75,000,000	\$ 150,000,000	0.10%
\$ 150,000,000		0.05%

For Example:

\$7,000,000 General Obligation Bond Issuance:

\$5,000,000 X .0035 = \$17,500

\$2,000,000 X .0030 = \$6,000

Total Fees \$23,500

For services related to financial planning, policy development, general financial advisory services not related to a specific financing, Stephens shall receive hourly rates as listed below. Fees for support staff are included in the hourly rates for professionals. These services will be billed monthly or as agreed to by both Parties. *However, all general financial advisory service hourly fees will be agreed upon and approved in writing by the client prior to commencement of the work.*

Experience Level Hourly Rates

SVP, Municipal Advisor	\$325.00
VP, Municipal Advisor	\$250.00
Senior Analyst	\$175.00

Reimbursable Expenses

In addition to fees for services, Stephens will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred including travel, meals, lodging, telephone, mail, and

other ordinary cost and any actual extraordinary cost for graphics, printing, data processing and computer time which are incurred by Stephens. Appropriate documentation will be provided

Schedule C

Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect.

Accordingly, Stephens makes the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under this Agreement, together with explanations of how Stephens addresses or intends to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, Stephens mitigates such conflicts through its adherence to its fiduciary duty to the Client, which includes a duty of loyalty to the Client in performing all municipal advisory activities for the Client. This duty of loyalty obligates Stephens to deal honestly and with the utmost good faith with the Client and to act in the Client's best interests without regard to Stephens' financial or other interests. In addition, because Stephens is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of Stephens is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity, quality of service and strict adherence to its fiduciary duty. Furthermore, Stephens' municipal advisory supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Stephens potentially departing from their fiduciary duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

Forms of Compensation; Potential Conflicts.

The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client, among other factors. Various forms of compensation present actual or potential conflicts of interest because they may create an incentive for an advisor to recommend one course of action over another if it is more beneficial to the advisor to do so. The information below discusses various forms of compensation and the timing of payments to a municipal advisor.

- **Fixed fee.** Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the municipal advisor's fee is contingent upon the successful completion of a financing, as described below.

- **Hourly fee.** Under an hourly fee form of compensation, the municipal advisor is paid an amount equal to the number of hours worked by the advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the client and the advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (e.g., a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below.
- **Fee contingent upon the completion of a financing or other transaction.** Under a contingent fee form of compensation, payment of an advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the client, it presents a conflict because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.
- **Fee paid under a retainer agreement.** Under a retainer agreement, fees are paid to a municipal advisor periodically (e.g., monthly) and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed fee basis (e.g., a fixed fee per month regardless of the number of hours worked) or an hourly basis (e.g., a minimum monthly payment, with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above).
- **Fee based upon principal or notional amount and term of transaction.** Under this form of compensation, the municipal advisor's fee is based upon a percentage of the principal amount of an issue of securities (e.g., bonds) or, in the case of a derivative, the present value of or notional amount and term of the derivative. This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue or modify the derivative for the purpose of increasing the advisor's compensation.

As a fiduciary to the Client, Stephens will work closely with the Client in terms of the conflicts that may exist with respect to compensation and based on the services provided to establish a fair and reasonable fee associated with the municipal advisory services for the Client.

Other Potential Conflicts.

Other Municipal Advisor or Underwriting Relationships. Stephens serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of the Client. For example, Stephens serves as municipal advisor to other municipal entities and, in such cases, owes a fiduciary duty to such other clients just as it does to the Client

under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, Stephens could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities, the interests of Stephens to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that Stephens serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair Stephens' ability to fulfill its fiduciary duty to the Client.

Broker-Dealer and Investment Advisory Business. Stephens is a broker-dealer and investment advisory firm that engages in a broad range of securities-related activities to service its clients, in addition to serving as a municipal advisor or underwriter. Such securities-related activities, which may include but are not limited to the buying and selling of new issue and outstanding securities and investment advice in connection with such securities, including securities of the Client, may be undertaken on behalf of, or as counterparty to, the Client, personnel of the Client, and current or potential investors in the securities of the Client. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of the Client, such as when their buying or selling of the Client's securities may have an adverse effect on the market for the Client's securities, and the interests of such other clients could create the incentive for Stephens to make recommendations to the Client that could result in more advantageous pricing for the other clients. Any potential conflict arising from Stephens effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of Stephens that operate independently from Stephens' municipal advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by Stephens to the Client under this Agreement.

Other than the potential material conflicts of interest described above, Stephens, based on the exercise of reasonable diligence, does not believe that it has any other material conflicts of interest related to this Agreement.

Schedule D

Disclosure of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, Stephens sets out below required disclosures and related information in connection with such disclosures.

I. Material Legal or Disciplinary Event. We do not believe that there are any legal or disciplinary events that are material to the Client's evaluation of Stephens or the integrity of Stephens' management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC involving our firm's municipal advisory business. As a full service broker dealer and investment banking firm, Stephens is and has been involved in regulatory and civil actions involving other areas of the firm's business, none of which are expected to have any impact on the firm's ability to perform the services which are the subject of this Agreement. The details of all such regulatory and civil actions are available in Item 9 and the accompanying Regulatory Action DRPs on Form MA filed with the SEC.

II. How to Access Form MA and Form MA-I Filings. Stephens' most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <https://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0000757657&owner=include&count=40&hidefilings=0>. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to information already filed by Stephens in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Stephens on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and Stephens' most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, Stephens' CRD number is 3496.

III. Most Recent Change in Legal or Disciplinary Event Disclosure. Stephens has not made any material legal or disciplinary event disclosures with respect to its municipal advisory business on Form MA or any Form MA-I filed with the SEC.

7. CONSIDERATION TO USE GRANT WRITING SERVICES FROM NORTHSTAR AEROSPACE SOLUTIONS FOR A TERMINAL BUILDING GRANT AT GEORGE M. BRYAN FIELD

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the October 18, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the grant writing services from Northstar Aerospace Solutions for a terminal building grant at George M. Bryan Field” is enumerated, this consent item is thereby approved. The proposal follows this page.

8. CONSIDERATION TO APPOINT GEORGE SILLS TO THE BOARD OF ADJUSTMENTS AND APPEALS FOR THE UNEXPIRED TERM OF WARD 4 EXPIRING ON JUNE 30, 2025

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the October 18, 2022 Official Agenda, and to accept items for consent, whereby the “approval of appointing George Sills, the sole applicant, to the Board of Adjustments and Appeals for the unexpired term of Ward 4 expiring on June 30, 2025” is enumerated, this consent item is thereby approved.

9. CONSIDERATION OF GARVER, LLC’S CONTRACT TO PROVIDE PRELIMINARY ENGINEERING AND ENVIRONMENTAL SERVICES FOR THE STARK ROAD AND HOSPITAL ROAD EXTENSION PROJECT NOT TO EXCEED \$261,160.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the October 18, 2022 Official Agenda, and to accept items for consent, whereby the “approval of Garver, LLC’s contract to provide preliminary engineering and environmental services for the Stark Road and Hospital Road Extension project” is enumerated, this consent item is thereby approved. Contract follows the Northstar proposal.

10. CONSIDERATION OF GARVER, LLC ENGINEERING SERVICES CONTRACT FOR THE SPRING STREET AND HIGHWAY 12 TAP GRANT PROJECT USING MDOT SMALL PURCHASE PROCEDURE; AND AUTHORIZATION FOR MAYOR TO EXECUTE ANY NECESSARY MDOT PAPERWORK FOR THIS PROJECT IN ACCORDANCE WITH THE MDOT LOCAL PUBLIC AGENCIES (LPA) MANUAL.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the October 18, 2022 Official Agenda, and to accept items for consent, whereby the “approval of Garver, LLC Engineering Services Contract for the Spring Street and Highway 12 TAP project using MDOT small purchase procedure; and authorization for Mayor to execute any necessary MDOT paperwork for this project in accordance with the MDOT Local Public Agencies (LPA) Manual” is enumerated, this consent item is thereby approved. Contract follows the Garver Stark Road / Hospital Road Project contract.



September 30, 2022

Mr. Rodney Lincoln
Airport Manager
George M. Bryan Airport
City of Starkville
101 Lampkin St
Starkville, MS 39759

Dear Rodney,

Thank you for the opportunity to provide the requested information on the service I can provide for the George M. Bryan airfield. As you know, during my tenure as the Executive Director at The GTR Airport I was very successful at obtaining grant funding to help improve and maintain the infrastructure and safety at the airport. During my 19 years we had over \$60 million in grand funding from numerous sources, including the FAA, MDOT, ARC, TVA, and many other organizations. Now that I retired from that position my goal is to help the nonprimary airports gain access to the multitude of grants available so that you can continue the outstanding job you have done over the years in making the George M. Bryan Airport the top general aviation airport in the area.

If you have any questions on the attached proposal, please contact me anytime.

Sincerely,

A handwritten signature in black ink that reads "Mike Hainsey".

Mike Hainsey, A.A.E.
Chief Executive Officer

643 Crosby Lane
Columbus, MS 39701
662.574.3218
www.northstaraero.us



Proposal For Grant Writing Services
For The
City of Starkville George M. Bryan Airfield

Scope

This proposal is for grant writing services only. It does not include any engineering, planning, or other services.

Northstar Aerospace Solutions LLC will prepare, edit, and submit for approval a grant application for the FAA Bilateral Infrastructure Airports Terminal Program grant. This will include preparing an electronic FAA Form 5100-144 for the appropriate signature. The George M. Bryan Airport administration will submit the final grant in accordance with FAA requirements. This does not include completion of the FAA grant application paperwork if the grant is awarded.

This proposal includes up to one hour of meeting time in the Starkville area, if required. Any additional time would be billed at a rate of \$150 per hour plus \$.60 per mile.

Northstar Aerospace Solutions, LLC, will provide the Director, George M. Bryan Airport a completed draft grant application (FAA Form 5100-144) not later than October 20, 2022. Submission by the City of Starkville and the George M. Bryan Airport is required not later than October 24, 2022.

General

The City of Starkville and the George M. Bryan Airport will provide Northstar Aerospace Solutions, LLC, the required engineering and planning information needed to complete the grant application. Non-inclusive examples of this are existing facility capacity and size, proposed facility capacity, size, location, and engineer's estimate, including all costs. All information will be provided not later than close of business on 17 October 2022. Failure to provide such information by that date will be a default by the City of Starkville on this contract and will require payment of the minimum fee plus additional work as indicated below.

The accomplishment of this work does not preclude Northstar Aerospace Solutions, LLC, from performing similar work elsewhere.

Fees

Minimum fee is \$150. Any additional work as discussed above will be agreed upon in writing prior to the start of work.

If the grant is awarded, the City of Starkville and the George M. Bryan Airport will pay one percent of the total grant awarded as the final fee. If the grant is not awarded then no additional fees are required.

All payments will be received by Northstar Aerospace Solutions, LLC, within 45 days of the date received by the City of Starkville. Late payments will accrue a 1.5% per month late penalty.

643 Crosby Lane
Columbus, MS 39701
662.574.3218
www.northstaraero.us



**Agreement
For
Professional Services
City of Starkville
Project No. 22T18200**



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THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made as of the Effective Date by and between the **City of Starkville** (hereinafter referred to as "**Owner**"), and **Garver, LLC** (hereinafter referred to as "**Garver**"). Owner and Garver may individually be referred to herein after as a "**Party**" and/or "**Parties**" respectively.

RECITALS

WHEREAS, Owner intends to provide a concept study for the extensions of Stark Road to the north and Hospital Road to the west to tie to Highway 25 (the "**Project**").

WHEREAS, Garver will provide professional Services related to the Project as further described herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

In addition to other defined terms used throughout this Agreement, when used herein, the following capitalized terms have the meaning specified in this Section:

"Effective Date" means the date last set forth in the signature lines below.

"Damages" means any and all damages, liabilities, or costs (including reasonable attorneys' fees recoverable under applicable law).

"Hazardous Materials" means any substance that, under applicable law, is considered to be hazardous or toxic or is or may be required to be remediated, including: (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," or any words of similar import pursuant to applicable law; or (iii) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental instrumentality, or which may be the subject of liability for damages, costs or remediation.

"Personnel" means affiliates, directors, officers, partners, members, employees, and agents.

2. SCOPE OF SERVICES

2.1. Services. Owner hereby engages Garver to perform the scope of service described in Exhibit A attached hereto ("**Services**"). Execution of this Agreement by Owner constitutes Owner's written authorization to proceed with the Services. In consideration for such Services, Owner agrees to pay Garver in accordance with Section 3 below.



3. PAYMENT

3.1. Fee. For the Services described under Section 2.1, Owner will pay Garver in accordance with this Section 3 and Exhibit B. Owner represents that funding sources are in place with the available funds necessary to pay Garver in accordance with the terms of this Agreement.

3.2. Invoicing Statements. Garver shall invoice Owner on a monthly basis. Such invoice shall include supporting documentation reasonably necessary for Owner to know with reasonable certainty the proportion of Services accomplished. The Owner's terms and conditions set forth in a purchase order (or any similar document) are expressly rejected.

3.3. Payment.

3.3.1. Due Date. Owner shall pay Garver all undisputed amounts within forty-five (45) days after receipt of an invoice. Owner shall provide notice in writing of any portion of an invoice that is disputed in good faith within fifteen (15) days of receipt of an invoice. Garver shall promptly work to resolve any and all items identified by Owner relating to the disputed invoice. All disputed portions shall be paid promptly upon resolution of the underlying dispute.

3.3.2. If any undisputed payment due Garver under this Agreement is not received within forty-five (45) days from the date of an invoice, Garver may elect to suspend Services under this Agreement without penalty.

3.3.3. Payments due and owing that are not received within forty-five (45) days of an invoice date will be subject to interest at the lesser of a one percent (1%) monthly interest charge (compounded) or the highest interest rate permitted by applicable law.

4. AMENDMENTS

4.1. Amendments. Garver shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Garver, including modifications in the scope of Services, applicable law, codes, or standards after the Effective Date ("Amendment"). As soon as reasonably possible, Garver shall forward a formal Amendment, in the form set forth in Exhibit D, to Owner with backup supporting the Amendment. All Amendments should include, to the extent known and available under the circumstances, documentation sufficient to enable Owner to determine: (i) the factors necessitating the possibility of a change; (ii) the impact which the change is likely to have on the cost to perform the Services; and (iii) the impact which the change is likely to have on the schedule. All Amendments shall be effective only after being signed by the designated representatives of both Parties. Garver shall have no obligation to perform any additional services created by such Amendment until a mutually agreeable Amendment is executed by both Parties.

5. OWNER'S RESPONSIBILITIES

5.1. In connection with the Project, Owner's responsibilities shall include the following:

5.1.1. Those responsibilities set forth in Exhibit A.

5.1.2. Owner shall be responsible for all requirements and instructions that it furnishes to Garver pursuant to this Agreement, and for the accuracy and completeness of all programs,



reports, data, and other information furnished by Owner to Garver pursuant to this Agreement. Garver may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items as further set forth in Exhibit A.

5.1.3. Owner shall give prompt written notice to Garver whenever Owner observes or otherwise becomes aware of the presence at the Project site of any Hazardous Materials or any relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Project; or (iii) Owner's performance of its responsibilities under this Agreement.

5.1.4. Owner shall include "Garver, LLC" as an indemnified party under the contractor's indemnity obligations included in the construction contract documents.

5.1.5. Owner will not directly or indirectly solicit any of Garver's Personnel during performance of this Agreement and for a period of one (1) year beyond completion of this Agreement.

6. GENERAL REQUIREMENTS

6.1. Standards of Performance.

6.1.1. Industry Practice. Garver shall perform any and all Services required herein in accordance with generally accepted practices and standards employed by the applicable United States professional services industries as of the Effective Date practicing under similar conditions and locale. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the United States professional services industry.

6.1.2. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Garver's services. Garver shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

6.1.3. On-site Services. Garver and its representatives shall comply with Owner's and its separate contractor's Project-specific safety programs, which have been provided to Garver in writing in advance of any site visits.

6.1.4. Relied Upon Information. Garver may use or rely upon design elements and information ordinarily or customarily furnished by others including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

6.1.5. Aside from Garver's direct subconsultants, Garver shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Garver have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's services. Garver shall not be responsible for the acts or omissions of any contractor for whom it does not have a direct contract. Garver neither guarantees the performance of any



contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the construction contract documents applicable to the contractor's work, even when Garver is performing construction phase services.

- 6.1.6. In no event is Garver acting as a "municipal advisor" as set forth in the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission. Garver's Services expressly do not include providing advice pertaining to insurance, legal, finance, surety-bonding, or similar services.

6.2. Instruments of Service.

- 6.2.1. Deliverables. All reports, specifications, record drawings, models, data, and all other information provided by Garver or its subconsultants, which is required to be delivered to Owner under Exhibit A (the "Deliverables"), shall become the property of Owner subject to the terms and conditions stated herein.

- 6.2.2. Electronic Media. Owner hereby agrees that all electronic media, including CADD files ("Electronic Media"), are tools used solely for the preparation of the Deliverables. Upon Owner's written request, Garver will furnish to Owner copies of Electronic Media to the extent included as part of the Services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the Owner's software or hardware. Because Electronic Media can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that, to the extent permitted by applicable law, Owner shall release Garver, Garver's subconsultants, and their Personnel from any and all claims, liabilities, damages, losses, and costs, including, but not limited to, costs of defense arising out of changes or modifications to the Electronic Media form in Owner's possession or released to others by Owner. Garver's sole responsibility for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to Garver within thirty (30) days after delivery to Owner.

- 6.2.3. Property Rights. All intellectual property rights of a Party, including copyright, patent, and reuse ("Intellectual Property"), shall remain the Intellectual Property of that Party. Garver shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of Garver or any third party embedded in the Deliverables shall remain so imbedded and may not be separated therefrom.

- 6.2.4. License. Upon Owner fulfilling its payment obligations under this Agreement, Garver hereby grants Owner a license to use the Intellectual Property, but only in the operation and maintenance of the Project for which it was provided. Use of such Intellectual Property for modification, extension, or expansion of this Project or on any other project, unless under the direction of Garver, shall be without liability to Garver and Garver's subconsultants. To the extent permitted by applicable law, Owner shall release Garver, Garver's subconsultants, and their Personnel from any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense arising out of Owner's use of the Intellectual Property contrary to the rights permitted herein.

6.3. Opinions of Cost.



- 6.3.1. Since Garver has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)' methods of determining prices; (iii) competitive bidding; (iv) market conditions; or (v) similar material factors, Garver's opinions of Project costs or construction costs provided pursuant to Exhibit A, if any, are to be made on the basis of Garver's experience and qualifications and represent Garver's reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. Garver cannot and does not guarantee that proposals, bids, or actual Project or construction costs will not vary from estimates prepared by Garver.
- 6.3.2. Owner understands that the construction cost estimates developed by Garver do not establish a limit for the construction contract amount. If the actual amount of the low construction bid or resulting construction contract exceeds the construction budget established by Owner, Garver will not be required to re-design the Services without additional compensation. In the event Owner requires greater assurances as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- 6.4. Underground Utilities. Except to the extent expressly included as part of the Services, Garver will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Garver is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. In no event is Garver responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.
- 6.5. Design without Construction Phase Services.
- 6.5.1. If the Owner requests in writing that Garver provide any specific construction phase services or assistance with resolving disputes or other subcontractor related issues, and if Garver agrees to provide such services, then Garver shall be compensated for the services as an Amendment in accordance with Sections 4 and 10.2.
- 6.6. Hazardous Materials. Nothing in this Agreement shall be construed or interpreted as requiring Garver to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any Hazardous Materials. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Owner shall release Garver and Garver's subconsultants, and their Personnel from any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment including without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of Hazardous Material, whether above or below ground.
- 6.7. Confidentiality. Owner and Garver shall consider: (i) all information provided by the other Party that is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section 6.7 in writing promptly after being disclosed verbally; and (ii) all documents resulting from Garver's performance of Services to be Confidential Information. Except as legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a "need to know basis" with equal or greater confidentiality protection or written consent of the disclosing Party. Confidential Information



shall not include and nothing herein shall limit either Party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving Party or its Personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services. Nothing herein shall be interpreted as prohibiting Garver from disclosing general information regarding the Project for future marketing purposes.

7. INSURANCE

7.1. Insurance.

7.1.1. Garver shall procure and maintain insurance as set forth in Exhibit C until completion of the Service. Upon request, Garver shall name Owner as an additional insured on Garver's General Liability policy to the extent of Garver's indemnity obligations provided in Section 9 of this Agreement.

7.1.2. Upon request, Garver shall furnish Owner a certificate of insurance evidencing the insurance coverages required in Exhibit C.

8. DOCUMENTS

8.1. Audit. Garver will retain all pertinent records for a period of three (3) years beyond completion of the Services. Owner may have access to such records during normal business hours with three (3) business days advanced written notice. In no event shall Owner be entitled to audit the makeup of lump sum or other fixed prices (e.g., agreed upon unit or hour rates).

8.2. Delivery. After completion of the Project, and prior to final payment, Garver shall deliver to the Owner all Deliverables required under Exhibit A.

9. INDEMNIFICATION / WAIVERS

9.1. Indemnification.

9.1.1. Garver Indemnity. Subject to the limitations of liability set forth in Section 9.2, Garver agrees to indemnify and hold Owner, and Owner's Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent such Damages are caused by the negligent acts, errors, or omissions of Garver or any other party for whom Garver is legally liable, in the performance of the Services under this Agreement.

9.1.2. [Not used]

9.1.3. In the event claims or Damages are found to be caused by the joint or concurrent negligence of Garver and the Owner, they shall be borne by each Party in proportion to its own negligence.

9.2. Waivers. Notwithstanding any other provision to the contrary, the Parties agree as follows:



9.2.1. The Parties agree that any claim or suit for Damages made or filed against the other Party will be made or filed solely against Garver or Owner respectively, or their successors or assigns, and that no Personnel shall be personally liable for Damages under any circumstances.

9.2.2. Mutual Waiver. To the fullest extent permitted by law, and to the extent that the Mississippi Supreme Court determines that this provision is permissible under Mississippi law or such a provision is authorized by Mississippi Code, neither Owner, Garver, nor their respective Personnel shall be liable for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

9.2.3. Limitation. In recognition of the relative risks and benefits of the Project to both the Owner and Garver, and to the extent allowed by law, and to the extent that the Mississippi Supreme Court determines that this provision is permissible under Mississippi law or such a provision is authorized by Mississippi Code, Owner hereby agrees that Garver's and its Personnel's total liability under the Agreement shall be limited to the amount of insurance coverage shown on Exhibit C, which is attached and incorporated hereto as if fully stated herein.

9.2.4. No Other Warranties. To the fullest extent permitted by law, and to the extent that the Mississippi Supreme Court determines that this provision is permissible under Mississippi law or such a provision is authorized by Mississippi Code, no other warranties or causes of action of any kind, whether statutory, express or implied (including all warranties of merchantability and fitness for a particular purpose and all warranties arising from course of dealing or usage of trade) shall apply. Owner's exclusive remedies and Garver's only obligations arising out of or in connection with defective Services (patent, latent or otherwise), whether based in contract, in tort (including negligence and strict liability), or otherwise, shall be those stated in the Agreement.

9.2.5. The limitations set forth in Section 9.2 apply regardless of whether the claim is based in contract, tort, or negligence including gross negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever.

10. DISPUTE RESOLUTION

10.1. Any controversy or claim ("**Dispute**") arising out of or relating to this Agreement or the breach thereof shall be resolved in accordance with the following:

10.1.1. Any Dispute that cannot be resolved by the project managers of Owner and Garver may, at the request of either Party, be referred to the senior management of each Party. If the senior management of the Parties cannot resolve the Dispute within thirty (30) days after such request for referral, then either Party may request mediation. If both Parties agree to mediation, it shall be scheduled at a mutually agreeable time and place with a mediator agreed to by the Parties. Should mediation fail, should either Party refuse to participate in mediation, or should the scheduling of mediation be impractical, either Party may file for arbitration or pursue litigation.



- 10.1.2. Arbitration of the Dispute shall be administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules. The arbitration shall be conducted by a single arbitrator, agreed to by the Parties. In no event may a demand for arbitration be made if the institution of legal or equitable proceedings based on such dispute is barred by the applicable statute of limitations.
- 10.1.3. The site of the arbitration shall be Starkville, Mississippi. Each Party hereby consents to the jurisdiction of the federal and state courts within whose district the site of arbitration is located for purposes of enforcement of this arbitration provision, for provisional relief in aid of arbitration, and for enforcement of any award issued by the arbitrator.
- 10.1.4. To avoid multiple proceedings and the possibility of inconsistent results, either Party may seek to join third parties with an interest in the outcome of the arbitration or to consolidate arbitration under this Agreement with another arbitration. Within thirty (30) days of receiving written notice of such a joinder or consolidation, the other Party may object. In the event of such an objection, the arbitrator shall decide whether the third party may be joined and/or whether the arbitrations may be consolidated. The arbitrator shall consider whether any entity will suffer prejudice as a result of or denial of the proposed joinder or consolidation, whether the Parties may achieve complete relief in the absence of the proposed joinder or consolidation, and any other factors which the arbitrators conclude should factor on the decision.
- 10.1.5. The arbitrator shall have no authority to award punitive damages. Any award, order or judgment pursuant to the arbitration is final and may be entered and enforced in any court of competent jurisdiction.
- 10.1.6. The prevailing Party shall be entitled to recover its attorneys' fees, costs, and expenses, including arbitrator fees and costs and AAA fees and costs.
- 10.1.7. The foregoing arbitration provisions shall be final and binding, construed and enforced in accordance with the Federal Arbitration Act, notwithstanding the provisions of this Agreement specifying the application of other law. Pending resolution of any Dispute, unless the Agreement is otherwise terminated, Garver shall continue to perform the Services under this Agreement that are not the subject of the Dispute, and Owner shall continue to make all payments required under this Agreement that are not the subject of the Dispute.
- 10.1.8. Owner and Garver further agree to use commercially reasonable efforts to include a similar dispute resolution provision in all agreements with independent contractors and subconsultants retained for the Project.
- 10.2. Litigation Assistance. This Agreement does not include costs of Garver for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Owner, unless litigation assistance has been expressly included as part of Services. In the event Owner requests such services of Garver, this Agreement shall be amended in writing by both Owner and Garver to account for the additional services and resulting cost in accordance with Section 4.

11. TERMINATION



- 11.1. Termination for Convenience. Owner shall have the right at its sole discretion to terminate this Agreement for convenience at any time upon giving Garver ten (10) days' written notice. In the event of a termination for convenience, Garver shall bring any ongoing Services to an orderly cessation. Owner shall compensate Garver in accordance with Exhibit B for: (i) all Services performed and reasonable costs incurred by Garver on or before Garver's receipt of the termination notice, including all outstanding and unpaid invoices, and (ii) all costs reasonably incurred to bring such Services to an orderly cessation.
- 11.2. Termination for Cause. This Agreement may be terminated by either Party in the event of failure by the other Party to perform any material obligation in accordance with the terms hereof. Prior to termination of this Agreement for cause, the terminating Party shall provide at least seven (7) business days written notice and a reasonable opportunity to cure to the non-performing Party. In all events of termination for cause due to an event of default by the Owner, Owner shall pay Garver for all Services properly performed prior to such termination in accordance with the terms, conditions and rates set forth in this Agreement.
- 11.3. Termination in the Event of Bankruptcy. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.

12. MISCELLANEOUS

- 12.1. Governing Law. This Agreement is governed by the laws of the State of Mississippi, without regard to its choice of law provisions.
- 12.2. Successors and Assigns. Owner and Garver each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither Owner nor Garver shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld or delayed.
- 12.3. Independent Contractor. Garver is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement.
- 12.4. No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Garver. This Agreement does not contemplate any third-party beneficiaries.
- 12.5. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Garver and supersedes all prior written or oral understandings and shall be interpreted as having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing by and executed by both Parties.
- 12.6. Severance. The illegality, unenforceability, or occurrence of any other event rendering a portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision of this Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.



12.7. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one Agreement. Delivery of an executed counterpart of this Agreement by fax or transmitted electronically in legible form, shall be equally effective as delivery of a manually executed counterpart of this Agreement.

13. EXHIBITS

13.1. The following Exhibits are attached to and made a part of this Agreement:

- Exhibit A – Scope of Services
- Exhibit B – Compensation Schedule
- Exhibit C – Insurance
- Exhibit D – Form of Amendment

If there is an express conflict between the provisions of this Agreement and any Exhibit hereto, the terms of this Agreement shall take precedence over the conflicting provisions of the Exhibit.

Owner and Garver, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.

Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to Garver for our records.



IN WITNESS WHEREOF, Owner and Garver have executed this Agreement effective as of the date last written below.

City of Starkville

By: [Signature]

Signature

Name: D. Lynn Spruiell

Printed Name

Title: Mayor, City of Starkville

Date: 10/19/22

Attest: V. Hampton

Garver, LLC

By: [Signature]

Signature

Name: Nick J. Altobelli

Printed Name

Title: Senior Project Manager

Date: 10/17/2022

Attest: [Signature]



**EXHIBIT A
(SCOPE OF SERVICES)**

Garver shall provide the following Services:

The CONSULTANT shall conduct a study to determine the need for and feasibility of an extension of Hospital Road from its current western terminus at Reed Road to Highway 25, and an extension of Stark Road from its current terminus at Highway 182 to the proposed extension of Hospital Road and north to Garrard Road. This study shall focus on improving connectivity and promoting economic development in northwest Starkville (the CITY). The study shall produce alternatives that are constructible and consistent with the needs of the area, and the recommended solutions shall address the needs and issues discovered in the study.

The CONSULTANT shall complete the following specific tasks:

I. Phase 1 – Project Management and Meeting Coordination

The CONSULTANT shall be responsible for internal project organization and coordination with the CITY.

1.1 Project Management

The CONSULTANT shall coordinate with the CITY to ensure the project stays on schedule and within budget from the kick-off meeting until the final report is accepted by the CITY.

1.2 Project Meetings

The CONSULTANT shall attend up to two (2) project team meetings with the CITY to review the status of the project and project assumptions. One of these meetings may be at the project location. The CONSULTANT shall assist with these meetings by providing the necessary information for discussion.

1.3 Status Calls

The CONSULTANT shall hold monthly status calls with the City and other study stakeholders to provide updates on the project.

1.4 Public Involvement Meeting

The CONSULTANT will prepare meeting materials for and attend a public meeting at City Hall. The CITY will be responsible for scheduling and hosting the public meeting.

For all Task 1 meetings, the CONSULTANT shall prepare and distribute minutes for review and concurrence by all attendees.

Task 1 Deliverables:

- Critical path method schedule, updated as needed;
- Agenda and minutes (provided electronically) for project meetings and status meetings.

II. Task 2 – Data Collection

2.1 Define Study Area

The CONSULTANT shall coordinate with the CITY to establish the study area.

**2.2 Site Visit**

The CONSULTANT shall conduct a site visit to document existing field conditions and to verify environmental constraints.

2.3 Compile Traffic Counts

Turning movement counts shall be conducted on Tuesday, Wednesday, or Thursday while school is in session.

The CITY shall provide 12-hour turning movement counts at the following three-legged intersections:

- Hospital Road at Reed Road
- MS 182 at Stark Road
- Garrard Road at Reed Road

The CONSULTANT shall obtain the services of a subconsultant to collect 12-hour turning movement counts at the following four legged intersections:

- MS 182 at MS 25 NB Ramps
- MS 182 at MS 25 SB Ramps
- MS 25 at Garrard Road
- MS 182 at Reed Road

The CONSULTANT shall compile the data from the turning movement counts for use in subsequent traffic analysis.

2.4 Review Travel Demand Model (TDM) Results

The CONSULTANT will acquire and review Starkville Travel Demand Model run results from MDOT, with and without generic connector roads in place for the Hospital Road and Stark Road extensions. The results will show the changes in travel patterns resulting from the extensions of the two roads.

2.5 FEMA Data Request

The CONSULTANT shall prepare and submit a request to the Federal Emergency Management Agency (FEMA) Data Library for the technical backup data used to prepare the FEMA Flood Insurance Study (FIS). The data requests typically take three (3) to six (6) weeks to be completed by FEMA but due to current FEMA IT related issues recent requests have been delayed indefinitely. Garver has no control over the time required to fulfill the data request; therefore, Garver will begin the development of the hydraulic modeling independent of the FEMA effective models. Once the technical backup data is received, the information will be used to the extent possible in the study.

Task 2 Deliverable:

- Map detailing the project study area in a PDF on aerial background
- Map of project area in a Google Earth KMZ file

Task 3 – Traffic Analysis**3.1 Base Year No-Build Operational Analysis**

The CONSULTANT shall utilize the 12-hour turning movement counts and TDM results to evaluate base year traffic operations at the seven intersections listed in Task 2 using the latest versions of *Synchro/SimTraffic* and *Highway Capacity Software*. Level of Service (LOS),



queue lengths, and delay shall be reported for each intersection movement for the AM and PM peak hours according to the Highway Capacity Manual methodology as well as simulation outputs to supplement the limitations of the HCM.

The results shall be documented in the Needs Assessment Report.

3.2 Develop No-Build Design Year Traffic

The CONSULTANT shall develop No-Build Design Year AM and PM peak hour traffic volume projections for the study area based on a growth rate to be provided by MDOT and agreed to by the CITY. Traffic projections and assumptions will be reviewed and approved by the CITY prior to conducting No-Build design year operational analysis.

III. 3.3 Design Year No-Build Operational Analysis

Synchro/SimTraffic and *Highway Capacity Software* will be used to evaluate design year No-Build traffic operations at the seven intersections listed in Task 2. LOS, queue lengths, and delay shall be reported for each intersection movement for the AM and PM peak hours according to the Highway Capacity Manual methodology as well as simulation outputs to supplement the limitations of the HCM.

The purpose of this analysis is to establish the future No-Build conditions of the study area. The results shall be documented in the Needs Assessment Report.

3.4 Design Year Build Operational Analysis

After alternatives are developed in Task 6, *Synchro/SimTraffic* and *Highway Capacity Software* will be used to evaluate design year Build traffic operations at the seven intersections listed in Task 2 and the new intersections at MS 25/Hospital Road and Hospital Road/Stark Road. LOS, queue lengths, and delay shall be reported for each intersection movement for the AM and PM peak hours according to the Highway Capacity Manual methodology as well as simulation outputs to supplement the limitations of the HCM.

The operational analysis shall be conducted for up to three (2) Build alternatives as developed in Task 6.

Task 4 – Environmental Studies

4.1 Environmental Analysis

The CONSULTANT shall develop an environmental constraints map from existing maps and GIS sources, including but not limited to:

- Locations of public buildings, airports, fire/EMS stations, schools, places of worship, parks, and sensitive noise receptors from site visits and USGS topographic maps;
- City/town/community boundaries;
- Environmental Justice populations (based on Census data);
- Known locations of historic and archeological sites from the Mississippi Department of Archives and History (MDAH) databases (archeological sites will not be shown at the public meetings);
- U.S. Fish and Wildlife Service (USFWS) National Wetland Inventory (NWI) data;
- Potential hazardous materials sites, pipelines, and oil wells from the Mississippi Department of Environmental Quality (MDEQ) and Environmental Protection Agency (EPA) hazardous materials databases;
- Federal Emergency Management Agency (FEMA) 100-year floodplain and regulatory floodway data;



- Protected species information from USFWS and the Mississippi Department of Wildlife, Fisheries and Parks (MDWFP);
- Section 303(d) impaired waters and the associated pollutants exceeding the total maximum daily load (TMDL);
- Other stream and drainage features.

The CONSULTANT shall submit the Environmental Constraints Map to the CITY for review.

4.2 *Hazardous Materials*

Phase I Environmental Site Assessment

The CONSULTANT shall perform a Phase I Environmental Site Assessment (ESA). The Phase I ESA shall include the following work:

- a. The CONSULTANT shall perform site reconnaissance and include a field/on-site inspection of the project area.
- b. The CONSULTANT shall review available historic maps, aerial photographs, and ownership records to complement the data obtained from the agencies and/or observed during the site investigation. Historic quadrangle maps and aerial photographs shall be reviewed by the CONSULTANT at the following offices, as appropriate: MDAH; Mississippi Automated Resource Information System; and the United States Department of Agriculture – Farm Service Agency/National Resource Conservation Service (FSA/NRCS) District Offices. Sanborn Fire Insurance Maps and telephone directories will also be reviewed by the CONSULTANT, as available.
- c. The CONSULTANT shall identify locations of sites and facilities such as hazardous waste sites, solid waste sites, locations of oil and gas wells, and pipelines on base mapping. The map shall be accompanied by a table providing pertinent information regarding the facilities. The CONSULTANT shall submit a digital file of this information to the CITY.
- d. The CONSULTANT shall include the results of the ESA in a hazardous materials technical report. The report shall contain, at a minimum, a discussion of the site conditions and locations, avoidance opportunities, research methodology, copies of correspondence, source of reference materials, and a tabulation of the data.

A Phase II Site Assessment is not included in this Work Assignment.

4.3 *Wetlands, Streams, and Impaired Water Bodies*

The CONSULTANT shall use a desktop analysis and windshield survey to identify wetlands, other waters and streams, and impaired or 303(d)-listed (Clean Water Act) water bodies that fall partially or wholly within the project boundaries or that may be affected by the project.

Task 4 Deliverables:

- APE coordination letter;
- GIS-based and PDF Environmental Constraints Maps and discussion of potential social and environmental impacts;
- Hazardous materials technical report; and
- Documentation of design restrictions or special commitments identified through Environmental Studies that will need to be carried forward for future project development.



Task 5 – Purpose and Need

5.1 Purpose and Need Report

The CONSULTANT shall evaluate conditions and develop a clear and concise statement of purpose and need for the study area, along with goals for the project. The study goals shall be a broad set of desired outcomes for the project. Each goal shall have one or more objectives by which to measure each alternative's ability to meet the goal. The draft Purpose and Need Statement, along with supporting documentation, shall be submitted to the CITY for review and approval. The CONSULTANT shall submit the final Purpose and Need Statement in electronic format to the CITY. The Purpose and Need Statement is subject to change if new information becomes available during this study that would make the statement more accurate and effective. Any modifications shall be completed in coordination with the CITY.

Task 5 Deliverables

- Purpose and Need Statement

Task 6 – Hydrologic and Hydraulic Studies

The proposed project may impact the floodplains of Josey Creek Tributary 1 (JCT 1), Josey Creek Tributary 2 (JCT 2), and Josey Creek Tributary 3 (JCT 3) (flooding sources). The Josey Creek tributaries are included in the FEMA FIS for Oktibbeha County, Mississippi and Incorporated Areas, effective February 17, 2010. Portions of the streams within the project area are designated as a FEMA Special Flood Hazard Area (SFHA), Zone "AE" with a regulatory floodway according to the Flood Insurance Rate Map (FIRM) Number 28105C0152E, effective February 17, 2010.

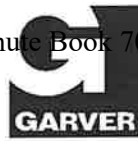
6.1 Hydrology

The CONSULTANT shall use the peak discharges included in the FEMA Flood Insurance Study (FIS) for the flooding sources. The 25-year design event will be interpolated from the magnitude-frequency relationship from the FIS peak discharges. A detailed hydrologic analysis will not be performed.

6.2 Hydraulic Analysis

The CONSULTANT shall perform a hydraulic study of the flooding sources within the project area. The hydraulic study shall include the following:

- a. Develop a one-dimensional (1D) steady-flow HEC-RAS hydraulic model of the flooding sources. The limits of the models of JCT 1 shall extend from the intersection of MS Hwy 25 and W. Garrard Road upstream to the FEMA Lettered Cross Section "E". The limits of JCT 2 shall extend from its confluents with JCT1 upstream to Reed Road. JCT 3 shall extend from its confluents with JCT1 upstream to Reed Road.
- b. Calibrate the hydraulic model(s) to the 100-year flood profiles published in the FIS for the respective flooding sources.
- c. Perform a floodway analysis using the encroachment stations scaled from the FIRM and the floodway widths published in the Floodway Data Tables of the FIS for each flooding source.
- d. Evaluate post-project conditions for a single alignment for the Hospital Road Extension and single alignment for Stark Road Extension.
- e. Identify and quantify floodplain impacts for each alternative and determine a recommended plan of action for addressing floodplain impacts, if any, moving forward in subsequent project design.
- f. Provide conceptual planning level recommendations for the drainage structures for each of the alternative alignments of Hospital Road and Stark Road Extensions. This does not include detailed preliminary and final hydraulic bridge recommendations,



hydraulic design, scour analysis, or scour and stream instability countermeasure designs, etc.

Task 6 Deliverables:

- Comparison of pre- and post-project hydraulic model results
- Floodplain and floodway mapping; and
- Hydrologic and hydraulic brief technical memorandum of findings and recommendations.

Task 6 – Alternatives Development

6.1 *Compile Existing Survey*

The CONSULTANT shall coordinate with the MDOT, the City of Starkville, and Oktibbeha County to acquire any available surveys near the project area. The CONSULTANT will combine any surveys acquired with available LiDAR data to create a digital terrain model for use in conceptual design.

6.2 *Develop Build Alternatives*

The CONSULTANT shall develop up to two (2) Build alternatives for this study, in addition to a No-Build scenario. The CONSULTANT shall evaluate the traffic operations and make recommendations for geometric improvements. The No-Build shall be designated as Alternate A, and all Alternatives, whether dismissed prior to alternative screening or advanced, shall be named, described, and included in study documentation. The Build alternatives shall detail the locations of all proposed turn lanes, lane layouts, sidewalk layouts, and intersection designs utilizing Complete Street policies. These alternatives shall be presented to the CITY for review and approval.

6.3 *Cost Estimates*

The CONSULTANT shall develop a planning-level cost estimate for each of the two (2) Build alternatives. These cost estimates shall not include any conceptual quantities other than the quantities included in the MDOT's cost estimate tool and square footage of bridge surfaces or box culverts. The cost estimates will be broken down into segments of independent utility.

6.4 *Conceptual Plans*

The CONSULTANT shall develop and submit draft alternatives for two (2) Build alternatives in PDF and Google Earth KMZ format to the CITY for initial review and comment. The two (2) Build alternatives shall be presented as a typical section along with a PDF document on aerial background and Google Earth KMZ files that can be used for a future, more detailed design phase. Three-dimensional GEOPAK design shall be used for the two Build alternatives. The CONSULTANT shall meet with the CITY to review the comments. Once comments are resolved, the CONSULTANT shall develop final alternatives and submit a final set of PDFs and KMZ files.

Task 6 Deliverables

- Cost Estimates
- Typical Sections PDFs
- Alternative PDFs on aerial background
- Google Earth KMZ files



Task 7 Recommended Improvements

7.1 Alternative Screening

Conceptual plans developed in Task 6, showing the established footprint, number of lanes, and intersection locations for each Build Alternative will be used as the basis for alternative screening. The CONSULTANT shall coordinate with the CITY to develop screening measures to be used in the evaluation of the alternatives. The screening measures may include quantitative measures in the areas of traffic performance, environmental impacts, constructability, cost, and any other areas as determined by the CONSULTANT and agreed to by the CITY. The CONSULTANT shall score each alternative against each measure, and the scores will be totaled for each alternative, with the results being provided in matrix format.

Up to two (2) Build alternatives shall be recommended to carry into the National Environmental Policy Act (NEPA) process. The CONSULTANT shall document the reasons for all dismissed alternatives. The CONSULTANT will be required to analyze and recommend segments of independent utility for each of the two (2) Build alternatives.

7.2 Final Report

The CONSULTANT shall deliver a Final Report, which shall present the Recommended Alternative(s) and the No Build Alternative, providing details of the methods of analyses and a summary of stakeholder/agency input utilized to make the recommendation(s). A draft of the report shall be submitted in Microsoft Word format to the CITY for initial review and comment. All comments shall be addressed prior to submitting the final report in PDF format.

Task 8 Field Surveys

8.1 Field Surveys

The CONSULTANT shall obtain the services of a subconsultant to collect surveys necessary to complete the hydraulic design for the project. The surveys include 14 channel cross sections extending 50 feet beyond the top bank as well as surveying three culverts and two bridges along the channel. The surveying and mapping are accomplished by subconsultant staff utilizing a Trimble GPS and Lietz electronic total station complete with data collector for computer plotting of field notes, point coordinates and elevations. Also, the results of the mapping endeavors can be provided on electronic media for use by the CONSULTANT. All surveys are performed with reference to solar azimuth and meet or exceed the minimum requirements stipulated by the Mississippi State Board of Registration for Professional Engineers and Land Surveyors for vertical and horizontal accuracy and precision.

In addition to those obligations set forth in the Agreement, Owner shall:

- 1.1.1 Give thorough consideration to all documents and other information presented by Garver and informing Garver of all decisions within a reasonable time so as not to delay the Services.
- 1.1.2 Make provision for the Personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations required under the applicable Work Order.
- 1.1.3 Obtain the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract



- work, shall be borne by the Owner outside of this Agreement, except as otherwise described in the Services under Section 2.1.
- 1.1.4 Furnish Garver such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of Owner. Such documents or data will be returned upon completion of the Services or at the request of Owner.
 - 1.1.5 Pay all plan review and advertising costs in connection with the Project.
 - 1.1.6 Provide legal, accounting, and insurance counseling services necessary for the Project and such auditing services as Owner may require.
 - 1.1.7 Furnish permits, permit fees, and approvals from all governmental authorities having jurisdiction over the Project and others as may be necessary for completion of the Project.



**EXHIBIT B
(COMPENSATION SCHEDULE)**

The table below presents a summary of the fee amounts and fee types for this Agreement.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Project Management and Meetings	\$26,250.00	LUMP SUM
Traffic And Analysis	\$72,100.00	LUMP SUM
Environmental	\$49,400.00	LUMP SUM
Hydrology and Hydraulics	\$54,610.00	LUMP SUM
Roadway	\$49,000.00	LUMP SUM
Surveys	\$9,800.00	LUMP SUM
TOTAL FEE	\$261,160.00	

The lump sum amount to be paid under this Agreement is \$261,160.00.

Any unused portion of the fee, due to delays beyond Garver's control, will be increased six percent (6%) annually with the first increase effective on or about January 1, 2024.

Additional Services (Extra Work). For services not described or included in Section 2, but requested by the Owner in writing or otherwise permitted under Section 4, the Owner will pay Garver as expressly set forth in the applicable Amendment, or in the event the Amendment is silent, for the additional time spent on the Project, at the agreed upon rates for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The agreed upon rates will be increased annually with the first increase effective on or about January 1, 2024.

**EXHIBIT C
(INSURANCE)**

Pursuant to Section 7.1 of the Agreement, Garver shall maintain the following schedule of insurance until completion of the Services:

Worker's Compensation	Statutory Limit
Automobile Liability	
Combined Single Limit (Bodily Injury and Property Damage)	\$500,000
General Liability	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	
Each Claim Made	\$1,000,000
Annual Aggregate	\$2,000,000
Excess of Umbrella Liability	
Per Occurrence	\$1,000,000
General Aggregate	\$1,000,000



**EXHIBIT D
(FORM OF AMENDMENT)**

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

**City of Starkville
Project No. 22T18200**

AMENDMENT NO. [?]

This Amendment No. [?], effective on the date last written below, shall amend the original contract between the City of Starkville ("**Owner**") and Garver, LLC ("**Garver**"), dated [Insert date] (the "**Agreement**").

This Amendment No. [?] adds/modifies the Services for the:

[Describe improvements and location]

The Agreement is hereby modified as follows:

SECTION [?] – [Insert section heading]

Section [?] of the Agreement is hereby amended as follows:

This Amendment may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and Garver have executed this Amendment effective as of the date last written below.

City of Starkville

Garver, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: _____
Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____



**Agreement
For
Professional Services
City of Starkville
Project No. 21T32110**



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THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made as of the Effective Date by and between the **City of Starkville** (hereinafter referred to as "**Owner**"), and **Garver, LLC** (hereinafter referred to as "**Garver**"). Owner and Garver may individually be referred to herein after as a "Party" and/or "Parties" respectively.

RECITALS

WHEREAS, Owner intends to design pedestrian improvements at the intersection of Spring Street and MS Highway 12 (the "**Project**").

WHEREAS, Garver will provide professional Services related to the Project as further described herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

In addition to other defined terms used throughout this Agreement, when used herein, the following capitalized terms have the meaning specified in this Section:

"Effective Date" means the date last set forth in the signature lines below.

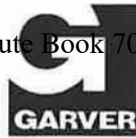
"Damages" means any and all damages, liabilities, or costs (including reasonable attorneys' fees recoverable under applicable law).

"Hazardous Materials" means any substance that, under applicable law, is considered to be hazardous or toxic or is or may be required to be remediated, including: (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," or any words of similar import pursuant to applicable law; or (iii) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental instrumentality, or which may be the subject of liability for damages, costs or remediation.

"Personnel" means affiliates, directors, officers, partners, members, employees, and agents.

2. SCOPE OF SERVICES

2.1. **Services.** Owner hereby engages Garver to perform the scope of service described in Exhibit A attached hereto ("**Services**"). Execution of this Agreement by Owner constitutes Owner's written authorization to proceed with the Services. In consideration for such Services, Owner agrees to pay Garver in accordance with Section 3 below.



3. PAYMENT

3.1. Fee. For the Services described under Section 2.1, Owner will pay Garver in accordance with this Section 3 and Exhibit B. Owner represents that funding sources are in place with the available funds necessary to pay Garver in accordance with the terms of this Agreement.

3.2. Invoicing Statements. Garver shall invoice Owner on a monthly basis. Such invoice shall include supporting documentation reasonably necessary for Owner to know with reasonable certainty the proportion of Services accomplished. The Owner's terms and conditions set forth in a purchase order (or any similar document) are expressly rejected.

3.3. Payment.

3.3.1. Due Date. Owner shall pay Garver all undisputed amounts within forty-five (45) days after receipt of an invoice. Owner shall provide notice in writing of any portion of an invoice that is disputed in good faith within fifteen (15) days of receipt of an invoice. Garver shall promptly work to resolve any and all items identified by Owner relating to the disputed invoice. All disputed portions shall be paid promptly upon resolution of the underlying dispute.

3.3.2. If any undisputed payment due Garver under this Agreement is not received within forty-five (45) days from the date of an invoice, Garver may elect to suspend Services under this Agreement without penalty.

3.3.3. Payments due and owing that are not received within forty-five (45) days of an invoice date will be subject to interest at the lesser of a one percent (1%) monthly interest charge (compounded) or the highest interest rate permitted by applicable law.

4. AMENDMENTS

4.1. Amendments. Garver shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Garver, including modifications in the scope of Services, applicable law, codes, or standards after the Effective Date ("Amendment"). As soon as reasonably possible, Garver shall forward a formal Amendment, in the form set forth in Exhibit D, to Owner with backup supporting the Amendment. All Amendments should include, to the extent known and available under the circumstances, documentation sufficient to enable Owner to determine: (i) the factors necessitating the possibility of a change; (ii) the impact which the change is likely to have on the cost to perform the Services; and (iii) the impact which the change is likely to have on the schedule. All Amendments shall be effective only after being signed by the designated representatives of both Parties. Garver shall have no obligation to perform any additional services created by such Amendment until a mutually agreeable Amendment is executed by both Parties.

5. OWNER'S RESPONSIBILITIES

5.1. In connection with the Project, Owner's responsibilities shall include the following:

5.1.1. Those responsibilities set forth in Exhibit A.

5.1.2. Owner shall be responsible for all requirements and instructions that it furnishes to Garver pursuant to this Agreement, and for the accuracy and completeness of all programs,



reports, data, and other information furnished by Owner to Garver pursuant to this Agreement. Garver may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items as further set forth in Exhibit A.

5.1.3. Owner shall give prompt written notice to Garver whenever Owner observes or otherwise becomes aware of the presence at the Project site of any Hazardous Materials or any relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Project; or (iii) Owner's performance of its responsibilities under this Agreement.

5.1.4. Owner shall include "Garver, LLC" as an indemnified party under the contractor's indemnity obligations included in the construction contract documents.

5.1.5. Owner will not directly or indirectly solicit any of Garver's Personnel during performance of this Agreement and for a period of one (1) year beyond completion of this Agreement.

6. GENERAL REQUIREMENTS

6.1. Standards of Performance.

6.1.1. Industry Practice. Garver shall perform any and all Services required herein in accordance with generally accepted practices and standards employed by the applicable United States professional services industries as of the Effective Date practicing under similar conditions and locale. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the United States professional services industry.

6.1.2. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Garver's services. Garver shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

6.1.3. On-site Services. Garver and its representatives shall comply with Owner's and its separate contractor's Project-specific safety programs, which have been provided to Garver in writing in advance of any site visits.

6.1.4. Relied Upon Information. Garver may use or rely upon design elements and information ordinarily or customarily furnished by others including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

6.1.5. Aside from Garver's direct subconsultants, Garver shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Garver have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's services. Garver shall not be responsible for the acts or omissions of any contractor for whom it does not have a direct contract. Garver neither guarantees the performance of any



contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the construction contract documents applicable to the contractor's work, even when Garver is performing construction phase services.

- 6.1.6. In no event is Garver acting as a "municipal advisor" as set forth in the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission. Garver's Services expressly do not include providing advice pertaining to insurance, legal, finance, surety-bonding, or similar services.

6.2. Instruments of Service.

- 6.2.1. Deliverables. All reports, specifications, record drawings, models, data, and all other information provided by Garver or its subconsultants, which is required to be delivered to Owner under Exhibit A (the "Deliverables"), shall become the property of Owner subject to the terms and conditions stated herein.

- 6.2.2. Electronic Media. Owner hereby agrees that all electronic media, including CADD files ("Electronic Media"), are tools used solely for the preparation of the Deliverables. Upon Owner's written request, Garver will furnish to Owner copies of Electronic Media to the extent included as part of the Services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the Owner's software or hardware. Because Electronic Media can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that, to the extent permitted by applicable law, Owner shall release Garver, Garver's subconsultants, and their Personnel from any and all claims, liabilities, damages, losses, and costs, including, but not limited to, costs of defense arising out of changes or modifications to the Electronic Media form in Owner's possession or released to others by Owner. Garver's sole responsibility for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to Garver within thirty (30) days after delivery to Owner.

- 6.2.3. Property Rights. All intellectual property rights of a Party, including copyright, patent, and reuse ("Intellectual Property"), shall remain the Intellectual Property of that Party. Garver shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of Garver or any third party embedded in the Deliverables shall remain so imbedded and may not be separated therefrom.

- 6.2.4. License. Upon Owner fulfilling its payment obligations under this Agreement, Garver hereby grants Owner a license to use the Intellectual Property, but only in the operation and maintenance of the Project for which it was provided. Use of such Intellectual Property for modification, extension, or expansion of this Project or on any other project, unless under the direction of Garver, shall be without liability to Garver and Garver's subconsultants. To the extent permitted by applicable law, Owner shall release Garver, Garver's subconsultants, and their Personnel from any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense arising out of Owner's use of the Intellectual Property contrary to the rights permitted herein.

6.3. Opinions of Cost.



- 6.3.1. Since Garver has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)' methods of determining prices; (iii) competitive bidding; (iv) market conditions; or (v) similar material factors, Garver's opinions of Project costs or construction costs provided pursuant to Exhibit A, if any, are to be made on the basis of Garver's experience and qualifications and represent Garver's reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. Garver cannot and does not guarantee that proposals, bids, or actual Project or construction costs will not vary from estimates prepared by Garver.
- 6.3.2. Owner understands that the construction cost estimates developed by Garver do not establish a limit for the construction contract amount. If the actual amount of the low construction bid or resulting construction contract exceeds the construction budget established by Owner, Garver will not be required to re-design the Services without additional compensation. In the event Owner requires greater assurances as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- 6.4. Underground Utilities. Except to the extent expressly included as part of the Services, Garver will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Garver is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. In no event is Garver responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.
- 6.5. Design without Construction Phase Services.
- 6.5.1. If the Owner requests in writing that Garver provide any specific construction phase services or assistance with resolving disputes or other subcontractor related issues, and if Garver agrees to provide such services, then Garver shall be compensated for the services as an Amendment in accordance with Sections 4 and 10.2.
- 6.6. Hazardous Materials. Nothing in this Agreement shall be construed or interpreted as requiring Garver to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any Hazardous Materials. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Owner shall release Garver and Garver's subconsultants, and their Personnel from any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment including without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of Hazardous Material, whether above or below ground.
- 6.7. Confidentiality. Owner and Garver shall consider: (i) all information provided by the other Party that is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section 6.7 in writing promptly after being disclosed verbally; and (ii) all documents resulting from Garver's performance of Services to be Confidential Information. Except as legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a "need to know basis" with equal or greater confidentiality protection or written consent of the disclosing Party. Confidential Information



shall not include and nothing herein shall limit either Party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving Party or its Personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services. Nothing herein shall be interpreted as prohibiting Garver from disclosing general information regarding the Project for future marketing purposes.

7. INSURANCE

7.1. Insurance.

7.1.1. Garver shall procure and maintain insurance as set forth in Exhibit C until completion of the Service. Upon request, Garver shall name Owner as an additional insured on Garver's General Liability policy to the extent of Garver's indemnity obligations provided in Section 9 of this Agreement.

7.1.2. Upon request, Garver shall furnish Owner a certificate of insurance evidencing the insurance coverages required in Exhibit C.

8. DOCUMENTS

8.1. Audit. Garver will retain all pertinent records for a period of three (3) years beyond completion of the Services. Owner may have access to such records during normal business hours with three (3) business days advanced written notice. In no event shall Owner be entitled to audit the makeup of lump sum or other fixed prices (e.g., agreed upon unit or hour rates).

8.2. Delivery. After completion of the Project, and prior to final payment, Garver shall deliver to the Owner all Deliverables required under Exhibit A.

9. INDEMNIFICATION / WAIVERS

9.1. Indemnification.

9.1.1. Garver Indemnity. Subject to the limitations of liability set forth in Section 9.2, Garver agrees to indemnify and hold Owner, and Owner's Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent such Damages are caused by the negligent acts, errors, or omissions of Garver or any other party for whom Garver is legally liable, in the performance of the Services under this Agreement.

9.1.2. [Not used]

9.1.3. In the event claims or Damages are found to be caused by the joint or concurrent negligence of Garver and the Owner, they shall be borne by each Party in proportion to its own negligence.

9.2. Waivers. Notwithstanding any other provision to the contrary, the Parties agree as follows:



9.2.1. The Parties agree that any claim or suit for Damages made or filed against the other Party will be made or filed solely against Garver or Owner respectively, or their successors or assigns, and that no Personnel shall be personally liable for Damages under any circumstances.

9.2.2. Mutual Waiver. To the fullest extent permitted by law, and to the extent that the Mississippi Supreme Court determines that this provision is permissible under Mississippi law or such a provision is authorized by Mississippi Code, neither Owner, Garver, nor their respective Personnel shall be liable for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

9.2.3. Limitation. In recognition of the relative risks and benefits of the Project to both the Owner and Garver, and to the extent allowed by law, and to the extent that the Mississippi Supreme Court determines that this provision is permissible under Mississippi law or such a provision is authorized by Mississippi Code, Owner hereby agrees that Garver's and its Personnel's total liability under the Agreement shall be limited to the amount of insurance coverage shown on Exhibit C, which is attached and incorporated hereto as if fully stated herein.

9.2.4. No Other Warranties. To the fullest extent permitted by law, and to the extent that the Mississippi Supreme Court determines that this provision is permissible under Mississippi law or such a provision is authorized by Mississippi Code, no other warranties or causes of action of any kind, whether statutory, express or implied (including all warranties of merchantability and fitness for a particular purpose and all warranties arising from course of dealing or usage of trade) shall apply. Owner's exclusive remedies and Garver's only obligations arising out of or in connection with defective Services (patent, latent or otherwise), whether based in contract, in tort (including negligence and strict liability), or otherwise, shall be those stated in the Agreement.

9.2.5. The limitations set forth in Section 9.2 apply regardless of whether the claim is based in contract, tort, or negligence including gross negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever.

10. DISPUTE RESOLUTION

10.1. Any controversy or claim ("**Dispute**") arising out of or relating to this Agreement or the breach thereof shall be resolved in accordance with the following:

10.1.1. Any Dispute that cannot be resolved by the project managers of Owner and Garver may, at the request of either Party, be referred to the senior management of each Party. If the senior management of the Parties cannot resolve the Dispute within thirty (30) days after such request for referral, then either Party may request mediation. If both Parties agree to mediation, it shall be scheduled at a mutually agreeable time and place with a mediator agreed to by the Parties. Should mediation fail, should either Party refuse to participate in mediation, or should the scheduling of mediation be impractical, either Party may file for arbitration or pursue litigation.



- 10.1.2. Arbitration of the Dispute shall be administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules. The arbitration shall be conducted by a single arbitrator, agreed to by the Parties. In no event may a demand for arbitration be made if the institution of legal or equitable proceedings based on such dispute is barred by the applicable statute of limitations.
- 10.1.3. The site of the arbitration shall be Starkville, Mississippi. Each Party hereby consents to the jurisdiction of the federal and state courts within whose district the site of arbitration is located for purposes of enforcement of this arbitration provision, for provisional relief in aid of arbitration, and for enforcement of any award issued by the arbitrator.
- 10.1.4. To avoid multiple proceedings and the possibility of inconsistent results, either Party may seek to join third parties with an interest in the outcome of the arbitration or to consolidate arbitration under this Agreement with another arbitration. Within thirty (30) days of receiving written notice of such a joinder or consolidation, the other Party may object. In the event of such an objection, the arbitrator shall decide whether the third party may be joined and/or whether the arbitrations may be consolidated. The arbitrator shall consider whether any entity will suffer prejudice as a result of or denial of the proposed joinder or consolidation, whether the Parties may achieve complete relief in the absence of the proposed joinder or consolidation, and any other factors which the arbitrators conclude should factor on the decision.
- 10.1.5. The arbitrator shall have no authority to award punitive damages. Any award, order or judgment pursuant to the arbitration is final and may be entered and enforced in any court of competent jurisdiction.
- 10.1.6. The prevailing Party shall be entitled to recover its attorneys' fees, costs, and expenses, including arbitrator fees and costs and AAA fees and costs.
- 10.1.7. The foregoing arbitration provisions shall be final and binding, construed and enforced in accordance with the Federal Arbitration Act, notwithstanding the provisions of this Agreement specifying the application of other law. Pending resolution of any Dispute, unless the Agreement is otherwise terminated, Garver shall continue to perform the Services under this Agreement that are not the subject of the Dispute, and Owner shall continue to make all payments required under this Agreement that are not the subject of the Dispute.
- 10.1.8. Owner and Garver further agree to use commercially reasonable efforts to include a similar dispute resolution provision in all agreements with independent contractors and subconsultants retained for the Project.
- 10.2. Litigation Assistance. This Agreement does not include costs of Garver for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Owner, unless litigation assistance has been expressly included as part of Services. In the event Owner requests such services of Garver, this Agreement shall be amended in writing by both Owner and Garver to account for the additional services and resulting cost in accordance with Section 4.

11. TERMINATION



- 11.1. Termination for Convenience. Owner shall have the right at its sole discretion to terminate this Agreement for convenience at any time upon giving Garver ten (10) days' written notice. In the event of a termination for convenience, Garver shall bring any ongoing Services to an orderly cessation. Owner shall compensate Garver in accordance with Exhibit B for: (i) all Services performed and reasonable costs incurred by Garver on or before Garver's receipt of the termination notice, including all outstanding and unpaid invoices, and (ii) all costs reasonably incurred to bring such Services to an orderly cessation.
- 11.2. Termination for Cause. This Agreement may be terminated by either Party in the event of failure by the other Party to perform any material obligation in accordance with the terms hereof. Prior to termination of this Agreement for cause, the terminating Party shall provide at least seven (7) business days written notice and a reasonable opportunity to cure to the non-performing Party. In all events of termination for cause due to an event of default by the Owner, Owner shall pay Garver for all Services properly performed prior to such termination in accordance with the terms, conditions and rates set forth in this Agreement.
- 11.3. Termination in the Event of Bankruptcy. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.

12. MISCELLANEOUS

- 12.1. Governing Law. This Agreement is governed by the laws of the State of Mississippi, without regard to its choice of law provisions.
- 12.2. Successors and Assigns. Owner and Garver each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither Owner nor Garver shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld or delayed.
- 12.3. Independent Contractor. Garver is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement.
- 12.4. No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Garver. This Agreement does not contemplate any third-party beneficiaries.
- 12.5. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Garver and supersedes all prior written or oral understandings and shall be interpreted as having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing by and executed by both Parties.
- 12.6. Severance. The illegality, unenforceability, or occurrence of any other event rendering a portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision of this Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.



12.7. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one Agreement. Delivery of an executed counterpart of this Agreement by fax or transmitted electronically in legible form, shall be equally effective as delivery of a manually executed counterpart of this Agreement.

13. EXHIBITS

13.1. The following Exhibits are attached to and made a part of this Agreement:

- Exhibit A – Scope of Services
- Exhibit B – Compensation Schedule
- Exhibit C – Insurance
- Exhibit D – Form of Amendment

If there is an express conflict between the provisions of this Agreement and any Exhibit hereto, the terms of this Agreement shall take precedence over the conflicting provisions of the Exhibit.

Owner and Garver, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.

Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to Garver for our records.



IN WITNESS WHEREOF, Owner and Garver have executed this Agreement effective as of the date last written below.

City of Starkville

By: _____

Signature

Name: _____

Printed Name

Title: _____

Date: _____

Attest: _____

Garver, LLC

By: _____

Signature

Name: _____

John Cantabery

Printed Name

Title: _____

Senior Project Manager

Date: _____

10/7/2022

Attest: _____



**EXHIBIT A
(SCOPE OF SERVICES)**

1.1 Garver shall provide the following Services:

1.1.1 See attached Appendix A.

1.2 In addition to those obligations set forth in the Agreement, Owner shall:

1.2.1 Give thorough consideration to all documents and other information presented by Garver and informing Garver of all decisions within a reasonable time so as not to delay the Services.

1.2.2 Make provision for the Personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations required under the applicable Work Order.

1.2.3 Obtain the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this Agreement, except as otherwise described in the Services under Section 2.1.

1.2.4 Furnish Garver such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of Owner. Such documents or data will be returned upon completion of the Services or at the request of Owner.

1.2.5 Furnish Garver a current boundary survey with easements of record plotted for the Project property.

1.2.6 Pay all plan review and advertising costs in connection with the Project.

1.2.7 Provide legal, accounting, and insurance counseling services necessary for the Project and such auditing services as Owner may require.

1.2.8 Furnish permits, permit fees, and approvals from all governmental authorities having jurisdiction over the Project and others as may be necessary for completion of the Project.



**EXHIBIT B
(COMPENSATION SCHEDULE)**

The table below presents a summary of the fee amounts and fee types for this Agreement.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Surveys	\$8,800.00	LUMP SUM
Field Review Plans	\$17,700.00	LUMP SUM
Office Review Plans	\$27,000.00	LUMP SUM
PS&E Submittal	\$17,700.00	LUMP SUM
Bidding Services	\$10,000.00	LUMP SUM
TOTAL FEE	\$81,200.00	

The lump sum amount to be paid under this Agreement is \$81,200.00.

Any unused portion of the fee, due to delays beyond Garver's control, will be increased six percent (6%) annually with the first increase effective on or about July 1, 2023.

Additional Services (Extra Work). For services not described or included in Section 2, but requested by the Owner in writing or otherwise permitted under Section 4, the Owner will pay Garver as expressly set forth in the applicable Amendment, or in the event the Amendment is silent, for the additional time spent on the Project, at the agreed upon rates for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The agreed upon rates will be increased annually with the first increase effective on or about July 1, 2023.

**EXHIBIT C
(INSURANCE)**

Pursuant to Section 7.1 of the Agreement, Garver shall maintain the following schedule of insurance until completion of the Services:

Worker's Compensation	Statutory Limit
Automobile Liability	
Combined Single Limit (Bodily Injury and Property Damage)	\$500,000
General Liability	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	
Each Claim Made	\$1,000,000
Annual Aggregate	\$2,000,000
Excess of Umbrella Liability	
Per Occurrence	\$1,000,000
General Aggregate	\$1,000,000



**EXHIBIT D
(FORM OF AMENDMENT)**

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

**City of Starkville
Project No. 21T32110**

AMENDMENT NO. [?]

This Amendment No. [?], effective on the date last written below, shall amend the original contract between the City of Starkville ("**Owner**") and Garver, LLC ("**Garver**"), dated [Insert date] (the "**Agreement**").

This Amendment No. [?] adds/modifies the Services for the:

[Describe improvements and location]

The Agreement is hereby modified as follows:

SECTION [?] – [Insert section heading]

Section [?] of the Agreement is hereby amended as follows:

This Amendment may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and Garver have executed this Amendment effective as of the date last written below.

City of Starkville

Garver, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: _____
Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____

APPENDIX A – SCOPE OF SERVICES

2.1 General

Generally, GARVER's scope of services will include survey, environmental, design and bidding services per the Project Development Manual for Local Public Agencies for pedestrian improvements at the intersection of Highway 12 and Spring Street.

2.2 Surveys

2.2.1 Design Surveys

Tice Engineering, Inc. (TICE) under a subconsultant agreement with Garver will provide field survey data for designing the project.

TICE will conduct field surveys, office work and research for the project to include production of CAD files for use in design. TICE will locate buildings and other structures, streets, drainage features, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the project site. TICE will establish control points for use during construction.

2.2.2 Property Surveys

No property surveys will be required under this contract.

2.2.2 Field Staking

Prior to the Field Review meeting, critical elements of the project, such as location of pedestrian facilities or proposed edge of asphalt will be marked for review.

2.3 Geotechnical Services

Geotechnical services are excluded from this project.

2.4 Coordination

GARVER will attend the following meetings with the Owner and other agencies:

1. Kick-Off Meeting
2. Field Review Meeting
3. Office Review Meeting
4. Pre-Bid Meeting
5. Bid-Opening

GARVER will prepare exhibits for these meetings when appropriate and provide meeting minutes. As per the Project Development Manual for Local Public Agencies, GARVER will be responsible for producing Field Review and Office Review reports to be submitted to the MDOT District LPA Engineer.

2.5 Kick-Off Meeting

The Kick-Off meeting will be held between GARVER, the Owner and all agencies involved to establish the proposed improvements, design criteria and design standards. GARVER will not begin survey or design until after the kick-off meeting is held.

2.6 Environmental Documentation

Per the Project Development Manual for Local Public Agencies, GARVER will be responsible for preparation of all environmental documents. For this project, a Class II (Categorical Exclusion) will be required. Garver will complete the ENV-160-LPA form, provide a project constraints map and make a site visit. Any other environmental work will be considered additional services.

2.7 Field Review

Upon completion of approximately thirty to fifty percent of the project, a Field Review meeting will be held at the project location with all agencies involved to review the design. Section 5.4 of the Project Development Manual for Local Public Agencies defines the plan sheets required for this submittal.

2.8 Office Review and Final Design (90% and 100% Submittals)

As part of this phase, GARVER will make all revisions from the Field Review meeting and upon 90% completion provide an Office Review set of plans for the Owner and all agencies involved to review. After revising the plans as a result of the Office Review meeting, GARVER will prepare the construction documents as required to advertise for bids. Section 5.4 of the Project Development Manual for Local Public Agencies defines the plan sheets required for this submittal.

2.9 Permits

GARVER will be responsible for obtaining a NPDES MSR-15 permit (stormwater permit) for the project since it will disturb an area larger than one acre, but less than five acres. In order to obtain the NPDES permit coverage, GARVER will be required to produce a Storm Water Pollution Prevention Plan.

2.10 Bidding Services

Bidding services are included for this project.

1. Prepare and submit Advertisement for Bids to Owner to be advertised in newspaper(s) per Mississippi public works law. Owner will pay advertising costs outside of this contract.
2. Dispense construction contract documents to prospective bidders (at the approximate cost of reproduction and handling).
3. Support the contract documents by preparing addenda as appropriate.
4. Participate in a pre-bid meeting if necessary.
5. Attend the bid opening.
6. Prepare bid tabulation.
7. Evaluate bids and recommend award.
8. Prepare construction contracts.
9. Issue a Notice to Proceed to the Contractor.

2.11 Construction Phase Services

No construction phase services will be included under this contract,

2.12 Extra Work

The following items are not included under this agreement but will be considered as Additional Services:

1. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
2. Submittals or deliverables in addition to those listed herein.
3. Design of any utilities relocation.
4. Construction Phase Services
5. Construction materials testing.
6. Retaining Walls or other significant structural design.

7. Any electrical or lighting design including street lights.
8. Any environmental work other than those services listed in section 2.6 above.
9. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
10. Services after construction, such as warranty follow-up, operations support, etc.
11. Landscaping Design.
12. Geotechnical Investigations.
13. Property mapping and Right-of-Way/Easement acquisition documents.
14. Cost of GARVER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the Owner.

Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and GARVER.

11. CONSIDERATION OF THE CONSULTING SERVICES CONTRACT FROM DD CONSULTING, LLC FOR THE PARKS PROJECT CURRENTLY UNDER DESIGN INCLUDING MCKEE AND NEEDMORE COMMUNITY CENTER.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the October 18, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the consulting services contract from DD Consulting, LLC for the parks project currently under design including McKee and Needmore Community Center” is enumerated, this consent item is thereby approved. Contract follows this page.

12. CONSIDERATION OF THE ACCEPTANCE OF THE LOW BID FOR THE CONSTRUCTION OF LOUISVILLE STREET TRAFFIC SIGNAL IMPROVEMENTS FROM POWELL CONSTRUCTION SERVICES, INC.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the October 18, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the low bid for the Construction of Louisville Street Traffic Signal Improvements from Powell Construction Services, Inc. in the amount of \$250,829.00” is enumerated, this consent item is thereby approved.

Bids Received:	Powell Construction Services, Inc:	\$250,829.00
	Lewis Electric, Inc.:	\$354,037.00
	Webster Electric Co., LLC:	\$472,936.25

13. ACCEPTANCE OF THE SEPTEMBER 2022 FINANCIAL STATEMENTS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the October 18, 2022 Official Agenda, and to accept items for consent, whereby the “acceptance of the September 2022 Financial Statements” is enumerated, this consent item is thereby approved.

14. CONSIDERATION OF APPROVAL OF FINAL BUDGET ADJUSTMENTS FOR FISCAL YEAR 2022.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the October 18, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the final budget adjustments for fiscal year 2022” is enumerated, this consent item is thereby approved. Budget Adjustments follow the DD Consulting Contract.

15. APPROVAL TO PURCHASE 10 SETS OF LION V-FORCE PBI MAX FIREFIGHTING (TURNOUT GEAR) COATS AND PANTS FROM NAFECO (MS CONTRACT # 8200061254) IN THE AMOUNT OF \$37,690.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the October 18, 2022 Official Agenda, and to accept items for consent, whereby the “approval to purchase 10 sets of Lion V-Force PBI Max firefighting coat and pants from NAFECO (MS Contract # 8200061254) in the amount of \$37,690.00” is enumerated, this consent item is thereby approved.

*DD Consulting LLC**David D'Aquila**7546 Woodland Drive, Pass Christian, MS 39571**D.D.Consulting@outlook.com***AGREEMENT BETWEEN DD CONSULTING, LLC AND CITY OF STARKVILLE, MS**

THIS AGREEMENT, made and entered into this 18th day of October 2022, at Starkville, MS by and between the City of Starkville, 110 West Main Street, Starkville, MS 39759, hereinafter called "Owner" and

DD Consulting LLC
David D'Aquila
7546 Woodland Drive
Pass Christian, MS 39571

Hereinafter called "Consultant":

BACKGROUND

1. The Owner is of the opinion that the Contractor has the necessary qualifications, experience, and abilities to provide services to the Owner. (Attachment A & B)
2. The Contractor is agreeable to providing such services to the Owner on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and the mutual benefits and obligation set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Owner and the Contractor (individually the "Party" and collectively the "Parties" to the Agreement) agree as follows:

SERVICES PROVIDED

1. The Owner hereby agrees to engage the Contractor to provide the following services ("the Services"):

Planning & Review:

1. Provide recreation consulting services to the Owner regarding park development for the parks bond issue based on best practices and use for parks standards and safety.
2. Provide Owner engineering staff with document review, vetting of potential vendor providers and potential value engineering items in different phases of the project.
3. Evaluate equipment, land use and facility improvements provided by architect to ensure development is provided in conjunction with the city's ability to maintain, staff, and provide operations based on best use practices.
4. Work in conjunction with Sports Facility Management (SFM) to determine monetization opportunities through tourism or general use for proposed facilities and ensure proposed improvements account for those opportunities with the appropriate changes prior to bid and installation.
5. Provide stakeholder meetings and input as necessary identified by the Owner to make sure proposed improvements meet both quality of life and sports tourism opportunities.



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6. Work as liaison between Owner and SFM to ensure that park improvements and changes fall within the existing scope of work for SFM and improvements that influence existing contract are identified during the design process.

Execution:

1. Consultant to attend requested Owner meetings as requested. Consultant requests seven-day lead time to make appropriate accommodations as necessary but will provide best effort to attend without full notification and shall endeavor to provide options for arrangements (tele-communication, conference call, etc.) if in-person attendance can not occur.
2. Consultant to provide deliverables and back up documentation based on upon agreed time frames as requested by the Owner.

TERM OF THE AGREEMENT

1. The term of this Agreement (the "Term") will begin on the date of this Agreement and remain in full force and effect until the completion of the Services, subject to the date range provided in item 3 in this section, and subject to early termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.
2. If either Party wishes to terminate this Agreement prior to the completion of the Services, that Party will be required to provide 30 days' written notice to the other Party.
3. This contract term will be for six (6) months. Beginning November 1, 2022, and continuing through April 30, 2023.
4. If both parties agree, this contract may be extended at the end of the term of agreement.

COMPENSATION

1. The Contractor will charge the Owner for Services at the rate of \$150.00 per hour (the "Compensation") with an anticipated 40 hours per month at a monthly billing rate of \$6,000 per month.
2. Based on the timing of deliverables by other parties, time worked monthly may vary. Based on this, the Contractor will agree "not to exceed" total amount of \$36,000 for the six-month contract and monthly billings may reflect for lack of and influx of work.
3. The Contractor will retain associates that will provide additional resources and input based on experience and knowledge related to the field of parks and recreation. Appendix B outlines potential other associates that may be brought in by the Consultant if needed. Their billing rate will be at \$70.00 and paid through the Consultant.
4. The Owner will be invoiced monthly on the 20th of the month
5. Invoices submitted by the Contractor to the Owner are due within 60 days of receipt.
6. Travel and lodging will be included in the compensation package and not billed separately.

CAPACITY/INDEPENDENT CONTRACTOR

1. Under this Agreement, it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. Client does not control the means, methods, or process of work of the Contractor. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service. The Client is not required to pay, or make contributions to, any social security, local, state, or federal tax, unemployment compensation, worker's compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term.



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The Contractor is responsible for paying, and complying with reporting requirements for all local, state, and federal taxes related to payments made to the Contractor under this Agreement.

NOTICE

1. All notices, requests, demands or other communications required or permitted by the terms of the Agreement will be given in writing and delivered to the Parties at the following address:
 - a. City of Starkville
110 West Main Street, Starkville, MS 39759
 - b. DD Consulting, LLC
7546 Woodland Drive, Pass Christian, MS 39571

or to such other address as either Party may from time to time notify the other and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

MODIFICATION OF AGREEMENT

1. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

ASSIGNMENT

1. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this agreement except as expressly provided by this Agreement.

ENTIRE AGREEMENT

1. It is agreed that there is no representation, warranty, collateral agreement, or condition affecting this Agreement except as expressly provided in this Agreement.

TITLES/HEADINGS

1. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.



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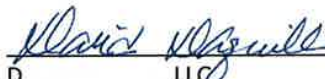
GOVERNING LAW

1. This Agreement will be governed by and construed in accordance with the laws of the State of Mississippi.

IN WITNESS WHEREOF the parties have duly affixed their signatures under hand and seal on this 18th day of October, 2022.



City of Starkville, MS



D D Consulting, LLC



ATTACHMENT A

DD Consulting

David D'Aquila, Certified Parks & Recreation Professional (CPRP)

Certifications:

Certified Parks and Recreation Professional (CPRP) (1995 – 2019, 2021 – Present)

National Incident Management Systems (NIMS) (Levels 100/200/300/400/700/800)

Education & Membership:

Bachelor of Science, Business Administration (Marketing), University of Southern Mississippi, 1989

Master of Education, Adult Education, University of Southern Mississippi, 1993

Former President & Board Member, current member Mississippi Recreation and Parks Association (MRPA)

Former Regional Board Member and current member National Recreation and Parks Association (NRPA)

Professional History

DD Consulting LLC was formed in 2017 after retiring with 28 years' experience in recreation operations, most recently serving the City of Gulfport as the Director of Leisure Services. During his time with the City of Gulfport, David worked on several large construction and programming projects. Including, the original procurement of land, design, and construction of the Gulfport Sportsplex, rebuilding/repairing the city recreation facilities that included the Community Centers destroyed and/or damaged during Hurricane Katrina, numerous parks, and the \$40 million marina and Jones Park renovation. Managed over \$80+ million in construction projects, from design, specifications, construction, and project management including parks and buildings after Hurricane Katrina. Also was tasked with overseeing the operations of a \$7.5 million Leisure Services Department with 10 divisions, the corresponding operating budgets and up to 105 employees, and as many as 150 employees during the summer.

Consulting Experience:

City of Richland, MS: Consultant for the City of Richland to sit on the hiring committee to employ a Parks and Recreation Director and Sports Coordinator. Work with department to evaluate policy and procedure, contracts and establishing a direction for the department to improve program opportunities and participation. (June 2022 – November 2023)

City of Starkville, MS (Cornerstone): Part of the design team with Dalhoff-Thomas, Neel-Schaffer, and Shafer Zahner to provide project management and assist with the design and operations of Cornerstone Sports Complex. A \$23+ million-dollar twelve field baseball/softball complex for the City of Starkville scheduled to open in spring 2023. (September 2019 – present)

City of Hattiesburg, MS (EDA Grant Application): EDA Grant Application for improvements to Tatum Park Soccer Fields. Part of the grant team working to provide a submittal for EDA Grant for synthetic and natural turf soccer field improvements for Tatum Park. (September 2022 – December 2022)

City of Hattiesburg, MS (Tatum Park Masterplan): Lead and completed Conceptual Masterplan for Tatum Park in the City of Hattiesburg. DD Consulting met with park stakeholders, including soccer, baseball, softball, disc golf, tennis, pickleball, cross country to determine best use of space in the park and develop a long-term Master Plan for



build out and the development of the park for the City

of Hattiesburg. This project was done in conjunction with Neel-Schaffer Engineering and Sports Turf Maintenance Services. (November 2020 – July 2021)

Lamar County, MS (Comprehensive Plan): Member of the Design Team with Neel-Schaffer on the Lamar County Comprehensive Plan. Scope of work includes facility visits and inspections, determine sports and activities through effective communication and public involvement strategies, provide funding strategies for construction, operation, and maintenance for recreation facilities, and recommendations for creating advisory board for Lamar County. (January 2019 – January 2022)

City of Hernando, MS (Feasibility Study & Business Plan): Member of design team with Neel-Schaffer, and the University of Southern Mississippi Department of Economic Development and Hospitality & Tourism to provide a Feasibility Study & Business Plan for Recreation Facilities and Sports Tournaments for the City of Hernando. (November 2019 – October 2020)

City of Pascagoula, MS (Flagship Park): Member of design team with BMA Engineering team for the Pascagoula Flagship Park Project, a \$10+ million land acquisition, complete facility demolition and facility construction project inclusive of a seven-field baseball/softball complex for the City of Pascagoula. (August 2017 – April 2020)

Gulfport, MS (Gulfport Sportsplex):

The Gulfport Sportsplex is a premiere 250-acre complex with nine-terraced baseball/softball fields with hybrid sand-based turf, crimson stone infields, six-synthetic turf fields scoring towers, six international sized soccer fields and control centers with concessions, restrooms, pavilions, meeting rooms, storage rooms and Gulf Islands Waterpark Lease. Under his management, the facility hosted 2,000+ teams annually and operated 30 – 42 weekends since its inception. From 2001 through 2016, the Gulfport Sportsplex generated an estimated \$83 million in Economic Impact and approximately 199,000 hotel room nights.

As the Assistant Director, reviewed plans and designs, specifications, and contract documents, supervised the \$9.6 million budget, which included land procurement and construction for the Gulfport Sportsplex. After completion, from 2000 through the 2016 contract award for park expansion, responsible for capital improvements, budget, operations, and maintenance supervision. As Director in Phase III, developed the concept and parameters for the expansion and use of synthetic field turf, safety fencing and LED lighting systems. Reviewed plans and designs, specifications, and construction budget. Responsible for construction contract development through award. Responsible for operations of Phase I and II which included the original fields in Phase I and II. As Director, prepared the documents and concepts for approval of the 6 field synthetic expansions and 2 field soccer expansion working with engineers and architects.

City of Gulfport, MS: (Jones Park & Gulfport Municipal Marina) The \$40,000,000 park renovation for Jones Park and the Gulfport Municipal Marina is located on 60 acres of waterfront property located at the intersection of Highway 90 and Highway 49. Following Hurricane Katrina, the Marina and Jones Park were rebuilt using multiple funding sources from FEMA, Mississippi Development Authority Funding, Donations, State Grants (CIAP/Tidelands) to Gulfport Capital Funds. As the Director of Leisure Services, reviewed plans and designs, specifications and contract documents, supervised budget for construction. Responsibilities included coordination with General Contractors, Engineers, Architects and multiple sub-contractors and City workers. This project included multiple phases under construction concurrently. Upon completion supervised the \$1.1 million operations and maintenance budget.



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The facility includes walking trail, boat launch ramps and boat-trailer parking, 28,000 square foot Barksdale Pavilion, Leo Seal Pavilion, Harbor Master Building, Main Concert Pavilion, Splashpad, Fuel Dock, Bait Shop Lease, Playground Area and 319 slip Marina capable of handling vessels from 18' to 140'. Also managed 30 -40 Special Events held annually after completion, including the \$2.5 million dollar Gulfport Harbor Lights Winter Festival.

City of Gulfport, MS (Gulfport Harbor Lights Winter Festival): Co-Created and managed the development and operation of the Gulfport Harbor Lights Winter Festival for the first two years of operations. The Winter Festival is a one-month Christmas Light Show with a \$440,000 operating budget and \$2,500,000 capital investment with 70,000+ guests annually.

Plan Development and Special Projects:

City of Richland -Consultant (June 2022 – November 2022)

Cornerstone Sports Complex (September 2019 – present),

Tatum Park Conceptual Plan (November 2020 – July 2021)

City of Hattiesburg Grant Team Application for EDA grant for Tatum Park (September 2021-December 2021)

Lamar County Comprehensive Plan (2019 – January 2022).

Hernando Feasibility Study & Business Plan for Recreation Facilities and Sports Tourism (November 2019 – October 2020),

Pascagoula Sportsplex (2017 – 2020)

Jones Park/Gulfport Marina (2005 – 2017)

Gulfport Harbor Lights Winter Festival (2016 – 2017)

Gulfport Sportsplex (1996 – 2017)

Go Coast 2020 Sub-Committee Chair Youth Sports for the Go Coast 2020 Governor's Report on Tourism (2012)

Adjunct instructor University of Southern Mississippi (2005 – 2010) for the School of Human Performance and Recreation in HPR 200, 490 and 424, which included Application, Sports Management, and Community Recreation Resources

Gulfport Harbor Master Plan (1997)

Gulfport Master Plan Parks and Recreation (1995 & 2000)

Strategic Plan for Mississippi Recreation and Parks Association (MRPA) (1995)

Long Beach Master Plan (1995)



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ATTACHMENT B**SportsTurf Maintenance Services****Kenneth Edwards, Certified Sports Field Manager (CSFM)****114 Reservation Drive, Gulfport, MS 39503****Kedwa373²⁶@aol.com****228-223-7016**

Mission Statement: To advance professionalism in sports field, grounds management and safety through education, awareness programs and industry development. To collect and disseminate scientific, educational, and applied knowledge to those persons engaged in or concerned with the construction, maintenance and use of sports fields and recreational facilities for superior playing conditions.

Services Provided: Consultant to architects, designers, contractors, management companies, distributors, and manufacturers; providing oversight, plan and specifications review, maintenance planning, construction management, and team maintenance task development and training. Advisor to facility/turf managers seeking Sports Field Management Association (SFMA) certification designation as Certified Sports Field Manager (CSFM). Attester for municipalities and sports facilities seeking SFMA Environmental Facility Certification (EFC).

Qualifications:

U.S. Army (Retired) Senior Training Developer

25 Years' experience in SportsTurf maintenance and Facility management.

B.S. Business Admin, Park College, Parkville, MO

Associate of Science, Agronomy, Sports Turf MGT, MGCCC, Perkinston, MS

Certifications/Training:

Sports Field Management Association (SFMA), Certified Sports Field Manager (CSFM),

Certified Pesticide Applicator, Bureau of Plant Industry, MS

Certified Landscape Professional (CLP), NALP

Playground Safety Inspector Training, National Recreation and Park Association

Industry Achievements:

SFMA National Sports Field of the Year Award (Softball Category, Gulfport SportsPlex)

SFMA Environmental Facility Certification (Gulfport SportsPlex)

Professional Associations:

Member, Mississippi Turfgrass Association, (Past President)

Member, Deep South Turf Expo, (Past President)

Member, Sports Field Management Association, (Scholarship Committee Chairman)



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Recent Consulting Projects:

City of Memphis, TN, Soccer Field Construction
City of Hattiesburg, MS, Master Plan for Tatum Park
City of Pascagoula, MS, New construction
City of Laurel, MS, Maintenance Planning
Harrison County, MS, Parks Department, Maintenance Planning
City of Starkville, MS, New construction

Talks and Presentations:

As a nationally certified sports field manager, Ken Edwards, CSFM is aptly knowledgeable and experienced to give talks on all topics related to sports field maintenance and management. Most common areas of interest include:

Developing Efficient Strategies For Managing High Use Sports Fields, Dealing With Rain, Development of Athletic Field Management Plans and Programs, and Sports Field Renovations.

Most recent presentation audiences include: Alabama Turfgrass Association, Mississippi Turfgrass Association, Deep South Turf Expo, Louisiana Turfgrass Association and Mississippi State University Turf Seminar.

Sports Field Maintenance Training:

Training programs are offered for grounds staff, facility managers, public works, park directors and private sports organization volunteers responsible for the upkeep of sports fields. Areas of training include Best Management Practices (BMPs) for natural grass, synthetic turf, infield maintenance, soil composition and preparation, field layout, and painting.

Training has been provided to the grounds staff of The City of Laurel, MS. Parks and Recreation Department, City of Mobile, AL., Parks and Recreation Department, The City of Gulfport, MS., SportsPlex Staff, and The City of Gulf Shores, AL., Parks and Recreation Department.

Facility Environmental Certification:

Conducts extensive sports facility site evaluations in 10 key areas to prepare for the Facility Environmental Certification process. Key areas: Storm water management, Fertilization, Pesticides/IPM, Recycling, Composting, Mowing, Energy Conservation, Shop buildings and Storage areas, Irrigation and water quality testing, and Educational Outreach Programs.

Facilities attested and certified; The Gulfport SportsPlex, Gulfport, MS., Laurel Sports Complex, Laurel, MS., Gulf Shores Sports Complex, Gulf Shores, AL.

CSFM Certifications:

Provides preparatory training and instruction related to the CSFM Exam and the successful achievement of the prestigious CSFM designation. Areas of instruction: Agronomics, Pest management, Administration, and Sports-Specific Field Management – Field design, layout, dimensions, lining/markings, maintenance, playability and aesthetics.

Turf managers achieving the CSFM designation; Elvin Ulmer, CSFM, City of Laurel, MS., and Shane Johnson, CSFM, City of Madison, MS.



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**Brittany Dyess
20437 Lennis Cuevas Road
Saucier, MS 39574**

Education & Membership:

Bachelor of Science, Human Performance and Recreation in Physical Education (2006)
Master Recreation Administration with an emphasis in Community and Campus Recreation (2009)
Current member Mississippi Recreation and Parks Association (MRPA)

Professional History

Managed Special Events for City of Gulfport, MS - Fourteen years, Experience in developing and implementing contractual events as well as development of events for Jones Park and other city venues. This includes regularly scheduled activities and programs along with additional 40 special events annually. Special events are defined as one full day or numerous days extended events with attendance that may number in the several hundred to several thousand participants and visitors.

Managed nine community centers – Ten years' experience for community/recreation facilities and supervisory responsibilities for 20+ full time and part time employees. Management for facility, staff, and events.

Overall management responsibilities include:

1. City department coordination
2. Vendor recruitment, contract management and coordination
3. Recruitment, scheduling and background check on volunteers
4. Coordination and contracts for events for profit and non-profit organizations
5. Manage event budget for city events and handle invoicing and billing for outside agency events
6. Supervise and oversee event layout, including utility installation/relocation as necessary.
7. Managed all staffing and scheduling for city labor for events.
8. Events were provided for youth, adult, senior and persons with disabilities opportunities.



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George Manemann
Customer Service and Hospitality Development
1161 Lafayette Street, Biloxi, MS 39530
gmanemann@gmail.com
228-669-4734

Qualifications:

- United States Air Force (Retired) Superintendent of Career Training and Staff Development
43 years of experience in managerial, supervisory, and customer service/hospitality training
 - 15 years as lead instructor in classroom training for communication operations and maintenance
 - 10 years as Training Manager and Customer Service Liaison for Grand Casino Mississippi properties including Grand Biloxi, Grand Gulfport, Grand Tunica, and the Gulf Coast Corporate Offices
- 16 years of municipal function management for the Cities of Gulfport (MS) and St. Petersburg (FL)
Associate in Arts, Instructional Technology, Community College of the Air Force
-

Background:

Harbormaster and Manager for the City of Gulfport Municipal Marina

- - Managing the City's enterprise fund and function for all events and programs taking place inside of Jones Park and within the boundaries of the Municipal Marina.
 - Consulting with the architects and designers of the Jones Park (Gulfport) rebuild project post-Katrina.
 - Liaising with the United States Coast Guard and other local, state and federal agencies responsible for the safety and effective use of coastal Marina waters.
 - Effectively operating and implementing the highest and best use of City-owned equipment, facilities, and land.
 - Managed the selection, supervision, training, and evaluation of Jones Park and Municipal Marina staff members with an emphasis in hospitality and customer service.
 - Developed and oversaw policies and procedures, rate plans, regulations, operations manuals and procedures, safety plans, hazardous materials plans, training plans, and Clean Marina programs and practices.
 - Planned and coordinated special events and established event committees.
 - Worked with and managed event employees and volunteers for effective delivery of program services.
 - Administered procedures regulations within the Jones Park and Municipal Marina areas to ensure compliance with local and state directives.
 - Reviewed special cases involving potential violations and complaints and resolution of same.
 - Interacted with citizens and staff regarding proposed development and proper utilization of Marina water areas, Marina land and pier structures, and facilities within Jones Park.



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- **Marina Manager for the City of St. Petersburg, FL**
 - Managed the marina's enterprise function for fuel sales, special events, and marina revenue.
 - Managed the day-to-day marina operation and functions of 16 direct-report city employees.
 - Coordinated all capital improvements to the property's piers, wharfs, and other infrastructure.
 - Oversaw and coordinated the construction of a new 65-slip, \$2.8M tenant pier.
 - Performed as the Marina and Park on-site liaison for the annual and internationally acclaimed Honda and Firestone Grand Prix Series.
 - Coordinated with the City's Parks Division in bringing numerous special events to the City's "Demens Landing" Park including music festivals and outdoor theater performances.
- **Training Manager for Grand Casinos Mississippi**
 - Audited, organized, created, and presented job skills, leadership, and HR training programs for 15 hospitality departments including nine restaurants, two hotels, a full-service spa, and the casino floor including table games, security, and slot operations.
 - Provided leadership training for Grand Casino Biloxi, Gulfport, and Caesars Entertainment Corporate Offices.
- **Superintendent of Training at Keesler Air Force Base**
 - Managed and rated the instructional activities and career advancement of 28 direct reports ranging from mid-level enlisted members to GS-12 civilian employees.
 - Developed, authored, and published a 3-volume career development course (CDC) for advancing job and technical skills in the field of Communications & Information Technology; used by 7,000 members worldwide for career upgrade and promotion.



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**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

10/7/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cadence Insurance (formerly BXS Insurance) 2909 13th Street, 4th Floor Gulfport MS 39501		CONTACT NAME: Jackie Hoda PHONE (A/C, No, Ext): 12285636140 FAX (A/C, No): 228-863-1957 E-MAIL ADDRESS: jackie.hoda@bksi.com	
INSURED D D Consulting LLC 7546 Woodland Drive Pass Christian MS 39571		INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Travelers Indemnity Company of CT 25682 INSURER B: ACE Fire Underwriters Insurance Company 20702 INSURER C: INSURER D: INSURER E: INSURER F:	

 License#: PC-1092395
 DDCONSU-01
COVERAGES**CERTIFICATE NUMBER:** 171243508**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			68G9N1687432242	9/15/2022	9/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐ AUTOS ONLY						E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Prof Liability			EONMSF158700592003	9/15/2022	9/15/2023	\$1,000,000 \$1,000,000 Each Claim Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Blanket Additional Insured when required by written contract form CG1050494 on General Liability

Budget Code Summary

Budget	Budget Description	Account	Account Description	Before	Adjustment	After
2021-2022	2021-2022	001-000-222-020	BUILDING PERMITS	-165,000.00	-31,663.00	-196,663.00
		001-000-330-135	COURT CLERK SETTLEMENT	0.00	-98,393.00	-98,393.00
		001-000-330-182	TRAFFIC COURT & FINES	-400,000.00	-2,769.00	-402,769.00
		001-000-340-600	INTEREST (BANK, ETC)	-30,000.00	-690.00	-30,690.00
		001-000-350-619	SALARY REIMB-STK UTILITIES	-125,000.00	-13,825.00	-138,825.00
		001-100-400-100	SALARY-ALDERMEN	138,000.00	4,360.00	142,360.00
		001-100-604-330	COMMUNICATIONS	7,250.00	-2,922.00	4,328.00
		001-100-610-350	TRAVEL / TRAINING	9,000.00	-1,438.00	7,562.00
		001-120-400-101	SALARY-MAYOR	75,000.00	4,844.00	79,844.00
		001-120-430-107	HOURLY - CLERICAL	38,608.00	1,975.00	40,583.00
		001-120-450-125	OVERTIME	100.00	3.00	103.00
		001-120-460-130	RETIREMENT CONTRIBUTIONS	19,800.00	1,172.00	20,972.00
		001-120-470-131	SOCIAL SECURITY CONTRIBUTION	8,600.00	521.00	9,121.00
		001-120-480-133	HOSPITAL INSURANCE	10,800.00	21.00	10,821.00
		001-120-600-300	PROFESSIONAL SERVICES	119,000.00	-8,536.00	110,464.00
		001-123-430-107	IT TECH/SUPPORT	187,247.00	-14,353.00	172,894.00
		001-123-501-200	SUPPLIES	500.00	-500.00	0.00
		001-123-600-300	WEB SITE SVCS, SOFTWARE	47,000.00	22,262.00	69,262.00
		001-123-918-805	EQUIPMENT & PYMTS	30,000.00	1,431.00	31,431.00
		001-169-600-302	CITY ATTORNEY GENERAL	125,000.00	2,143.00	127,143.00
		001-169-600-309	LEGAL EXPENSES	15,000.00	378.00	15,378.00
		001-169-600-312	CITY ATTORNEY LITIGATION	75,000.00	248.00	75,248.00
		001-180-691-505	PERSONNEL / KRONOS SYSTEM	35,000.00	4,985.00	39,985.00
		001-190-600-300	PROF. SVCS	5,000.00	-700.00	4,300.00
		001-190-918-807	OFFICE EQUIPMENT/SOFTWARE	23,305.00	700.00	24,005.00
		001-192-510-204	CITY HALL VEHICLE EXPENSES	500.00	-319.00	181.00
		001-192-600-338	CONTRACT SERVICES	27,500.00	1,009.00	28,509.00
		001-195-690-454	ORD 91-1 CONTRIBUTIONS	20,000.00	-6,501.00	13,499.00
		001-195-702-455	MS CODE ANNOTATED 17-3-1	2,000.00	-1,650.00	350.00
		001-195-900-803	LIBRARY CAPITAL IMPROVEMENTS	20,000.00	-4,357.00	15,643.00
		001-195-951-953	TRANSFER AIRPORT COST SHARE	24,833.00	-7,982.00	16,851.00
		001-195-951-970	TRANS TO COMPUTER ASSESSME	0.00	27,471.00	27,471.00
		001-195-951-974	TRANSFER TO RESTRICTED POLICE	0.00	24,682.00	24,682.00
		001-196-630-425	REPAIRS MAINT/MLK/182	12,000.00	-414.00	11,586.00
		001-196-631-402	ODDFELLOW MAINTENANCE/REP	20,000.00	414.00	20,414.00
		001-201-420-105	POLICE MANAGEMENT	473,460.00	36,105.00	509,565.00
		001-201-450-125	OVERTIME	436,600.00	39,808.00	476,408.00
		001-201-501-200	OFFICE SUPPLIES	14,000.00	-370.00	13,630.00
		001-201-630-360	VEHICLE REPAIRS & MAINTENANC	140,000.00	6,946.00	146,946.00
		001-201-918-805	EQUIPMENT & SOFTWARE	50,000.00	1,678.00	51,678.00
		001-246-430-107	HOURLY - CODE ENFORCEMENT	75,140.00	2,689.00	77,829.00
		001-246-460-130	RETIREMENT CONTRIBUTIONS	12,870.00	3,040.00	15,910.00
		001-246-470-131	SOCIAL SECURITY CONTRIBUTION	5,600.00	826.00	6,426.00
		001-246-535-233	UNIFORMS - CODE ENFORCEMEN	750.00	-162.00	588.00
		001-246-600-300	PROFESSIONAL SERVICES	1,000.00	-813.00	187.00
		001-254-420-103	STAFF SALARIES	91,730.00	2,203.00	93,933.00
		001-254-450-125	OVERTIME	20,000.00	4,419.00	24,419.00
		001-254-460-130	RETIREMENT CONTRIBUTIONS	19,000.00	1,593.00	20,593.00
		001-254-470-131	SOCIAL SECURITY CONTRIBUTION	8,500.00	431.00	8,931.00
		001-261-558-269	BUILDING MAINTENANCE	55,000.00	-13,455.00	41,545.00
		001-261-740-565	FIRE STATION UPGRADES	61,922.00	10,000.00	71,922.00
		001-261-820-876	BANKFIRST 2022 DURANGO	0.00	3,455.00	3,455.00
		001-281-420-105	PAYROLL - BUILDING OFFICIALS	115,570.00	2,348.00	117,918.00
		001-281-600-323	DEBRIS REMOVAL/DEMOLITION	75,000.00	-2,348.00	72,652.00
		001-301-420-105	SALARY-MANAGEMENT	125,900.00	-24,699.00	101,201.00
		001-301-565-272	STREETS SIGNS & PAINT	46,500.00	8,627.00	55,127.00
		001-301-625-380	UTILITIES/STREET LIGHTING	420,000.00	16,072.00	436,072.00
		001-360-450-125	OVERTIME	1,000.00	1,605.00	2,605.00

City of Starkville
Budget Adjustment Register

Minute Book 70

October 18, 2022, 457

Packet: GLPKT16661 - Auto Process - GL Budget Adjustment

001-360-525-231	GAS & OIL	2,000.00	-801.00	1,199.00
001-360-535-233	UNIFORMS	1,000.00	-337.00	663.00
001-360-555-250	SUPPLIES & SMALL TOOLS	3,000.00	-402.00	2,598.00
001-360-620-370	INSURANCE	3,300.00	-65.00	3,235.00
001-550-525-231	GAS & OIL	3,390.54	566.00	3,956.54
001-550-600-297	MANAGEMENT EXPENSE REIMBU	1,028,524.50	94,369.00	1,122,893.50
001-553-600-296	MANAGEMENT FEE	288,000.00	-17,799.00	270,201.00
001-800-830-840	CITY HALL PROJECT INTEREST	143,300.00	-77,136.00	66,164.00
002-000-380-001	TRANSFER FROM GENERAL FUND	0.00	-126.00	-126.00
002-251-610-350	TRAVEL & TRAINING	0.00	126.00	126.00
015-505-525-232	100LL AV GAS PURCHASED	267,500.00	-14,241.00	253,259.00
015-505-610-350	TRAVEL/CONFERENCE	2,000.00	1,730.00	3,730.00
015-505-620-370	INSURANCE	29,500.00	5,428.00	34,928.00
015-505-625-380	UTILITIES	20,000.00	2,179.00	22,179.00
015-505-630-400	EQUIPMENT REPAIR & MAINTENA	20,000.00	4,904.00	24,904.00
016-000-260-630	3-28-0068-028-2022 AIP GRANT	0.00	-502,054.00	-502,054.00
016-515-730-655	3-28-0068-028-2022 AIP GRANT	0.00	502,054.00	502,054.00
022-000-359-627	SANITATION FEES	-2,988,000.00	-18,585.00	-3,006,585.00
022-322-410-104	SALARY-DEPARTMENT HEAD	75,885.00	-21,055.00	54,830.00
022-322-450-125	OVERTIME	50,000.00	-4,196.00	45,804.00
022-322-555-250	SUPPLIES & SMALL TOOLS	12,000.00	1,298.00	13,298.00
022-322-600-379	LANDFILL FEES	430,000.00	11,828.00	441,828.00
022-322-820-871	2021 REAR LOADER TRUCK	58,000.00	14,500.00	72,500.00
022-322-820-872	SWEEPER 2017	44,925.00	3,742.00	48,667.00
022-322-820-873	2021 TRACTOR & CUTTER	23,817.00	5,952.00	29,769.00
022-322-820-877	BANKFIRST 2022 KUBOTA TRACTO	0.00	6,516.00	6,516.00
303-600-600-330	IND PARK CONSTRUCTION	400,000.00	24,248.00	424,248.00
303-600-990-990	ENDING FUND	260,000.00	-24,248.00	235,752.00
311-000-230-045	PROCEEDS FROM STATE - MAIN ST	0.00	-118,190.00	-118,190.00
311-656-600-300	PROFESSIONAL SERVICE/ARCHITE	0.00	118,190.00	118,190.00
375-000-260-084	TOURISM TAX - 1%	-1,292,500.00	-39,416.00	-1,331,916.00
375-551-907-943	CAPITAL PURCHASES	0.00	39,416.00	39,416.00
2021-2022 Total:		1,511,227.04	0.00	1,511,227.04
Grand Total:		1,511,227.04	0.00	1,511,227.04



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

	<u>Current Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>
<u>Revenues</u>			
100 Electric Sales	41,375,000	2,387,152	43,762,152
110 Forfeited Customer Discounts	250,000		250,000
111 Misc. Service Revenue	250,000		250,000
112 Interest Income	15,000		15,000
120 Rent from Electric Property	315,000		315,000
130 Water Sewer Reimbursement	1,000,000		1,000,000
131 Sanitation Reimbursement	75,000		75,000
132 City Reimbursement for Lights	10,000		10,000
Other Revenue	1,915,000	-	1,915,000
Total Revenue	43,290,000	2,387,152	45,677,152
<u>Expenses</u>			
150 Purchased Power Expense	32,300,000	3,737,574	36,037,574
<u>Payroll Expenses</u>			
200 Employee Salaries	2,035,300	(149,000)	1,886,300
201 Employee Overtime	120,000		120,000
202 Employer Contributions - State Retirement	375,023	(25,926)	349,097
203 Employer Contributions - Social Security	164,880	(11,399)	153,482
204 Employer Contributions - Group Insurance	185,000		185,000
205 Payroll Expense from Other Departments	60,000		60,000
Total Payroll Expenses	2,940,203	(186,325)	2,753,879
<u>Operating Expenses</u>			
300 City Administrative Cost Reimbursement	135,000		135,000
302 Billing Services	325,000		325,000
303 Contract Services	482,000	(19,775)	462,225
305 Insurance	240,000		240,000
306 Communications	90,000		90,000
307 Office Supplies	85,000		85,000
308 Safety Supplies	25,000		25,000
309 Uniforms	30,000		30,000
310 Utilities	15,000		15,000
311 Travel & Training	45,000		45,000
312 Dues	50,000		50,000
314 Collection & Bank Fees	15,000		15,000
315 Postage	8,000		8,000
316 Advertising	6,000		6,000
318 Miscellaneous	10,000		10,000
Total Operating Expenses	1,561,000	(19,775)	1,541,225



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

	<u>Current Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>
<u>Maintenance Expense</u>			
400 Expensed Materials & Supplies	275,000	(50,000)	225,000
401 ROW Clearing	370,000	(100,000)	270,000
403 Gas & Fuel Expense	150,000		150,000
404 Equipment Repairs & Maintenance	160,000	(14,165)	145,835
405 Substation Repairs & Supplies	40,000		40,000
406 Building Repairs & Maintenance	85,000	50,000	135,000
407 General Maintenance	50,000	(50,000)	-
Total Maintenance Expenses	1,130,000	(164,165)	965,835
<u>Capital Expense</u>			
500 Capitalized Materials & Supplies	800,000		800,000
501 Asset Purchases - Building & Grounds	800,000		800,000
502 Asset Purchases - Equipment & Vehicles	198,000		198,000
503 Capital Projects & Construction	1,475,000		1,475,000
Total Capital Expenses	3,273,000	-	3,273,000
<u>Debt Expenses</u>			
600 Interest Expense on LTD	154,813		154,813
601 Principal Paid on LTD	470,000		470,000
Total Debt Expenses	624,813	-	624,813
700 Tax Equivalency	1,365,000		1,365,000
Total Expenses	43,194,016	3,367,310	46,561,326
Total Revenue Over Expenses	95,984	(980,158)	(884,174)
<u>503 Capital Projects (Net of Long-Term Debt Funding) - #503 Detail</u>			
Capital Projects - Substation	1,400,000		1,400,000
Capital Projects - Distribution	25,000		25,000
Capital Projects - Street Lighting	50,000		50,000
Total	1,475,000	-	1,475,000



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

	Current Budget	Amendments	Amended Budget
<u>Revenues</u>			
100 Water Sales Revenue	\$ 4,500,000		\$ 4,500,000
101 Sewer Sales Revenue	3,500,000		3,500,000
Total Sales Revenue	\$ 8,000,000	\$ -	\$ 8,000,000
110 Forfeited Customer Discounts	100,000		100,000
111 Misc. Service Revenue	50,000		50,000
112 Interest Income	5,000		5,000
113 Tap Fees	150,000		150,000
114 Tower Lease	368,166		368,166
116 Wastewater Revenue	40,000		40,000
117 Federal & State Grant Revenue	932,183		932,183
Total Other Revenue	\$ 1,645,349	\$ -	\$ 1,645,349
Total Revenue	\$ 9,645,349	\$ -	\$ 9,645,349
<u>Expenses</u>			
<u>Payroll Expenses</u>			
200 Employee Wages	\$ 1,185,000		\$ 1,185,000
201 Employee Overtime	120,000		120,000
202 Employer Contribution - Retirement	227,070	-	227,070
203 Employer Contribution - Social Security	99,833	-	99,833
204 Employer Contribution - Insurance	140,000		140,000
205 Payroll Expense from Other Departments	650,000		650,000
Total Payroll Expenses	\$ 2,421,903	\$ -	\$ 2,421,903
<u>Operating Expenses</u>			
300 City Administrative Costs	\$ 75,000		\$ 75,000
301 Rental Allocation to Electric Dept	160,000		160,000
302 Billing Services	150,000		150,000
303 Contract Services	255,000		255,000
304 Water Quality Analysis	40,000		40,000
305 Insurance	70,000		70,000
306 Communications	50,000		50,000
307 Office Supplies	35,000		35,000
309 Uniforms	20,000		20,000
310 Utilities	950,000		950,000
311 Travel & Training	10,000		10,000
312 Dues	5,000		5,000
316 Advertising	5,000		5,000
318 Miscellaneous	10,000		10,000
Total Operating Expenses	\$ 1,835,000	\$ -	\$ 1,835,000



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

	Current Budget	Amendments	Amended Budget
<u>Maintenance Expense</u>			
400 Expensed Materials & Supplies	\$ 800,000		\$ 800,000
401 Chemicals	160,000		160,000
403 Gas & Fuel Expense	80,000		80,000
404 Equipment Repairs & Maintenance	550,000	(69,320)	480,680
405 Infrastructure Repairs & Maintenance	500,000		500,000
406 Building Repairs & Maintenance	200,000		200,000
408 Tank & Well Maintenance	80,000		80,000
410 Remote Pump Station Maintenance	40,000		40,000
Total Maintenance Expenses	\$ 2,410,000	\$ (69,320)	\$ 2,340,680
<u>Capital Expense</u>			
501 Asset Purchases - Building & Grounds	\$ 25,000		\$ 25,000
502 Asset Purchases - Equipment & Vehicles	150,000		150,000
503 Capital Projects & Construction	2,559,015		2,559,015
Total Capital Expenses	\$ 2,734,015	\$ -	\$ 2,734,015
<u>Debt Expenses</u>			
600 Interest Expense on Long-term Debt	\$ 420,637		\$ 420,637
601 Principal Paid on Long-term Debt	1,080,751	69,320	1,150,071
Total Debt Expenses	\$ 1,501,388	\$ 69,320	\$ 1,570,708
Total Expenses	\$ 10,902,306	\$ -	\$ 10,902,306
Total Revenues Over Expenses	\$ (1,256,957)	\$ -	\$ (1,256,957)
<u>Capital Expense (Net of Long-Term Debt Funding) - #503 Detail</u>			
503C Green Oaks Phase 1 & 2 Sewer Rehab	\$ 700,000		700,000
503D Trim Cane Lift Station Rehab	26,000		26,000
503E Babylon Road Sewer Rehab	650,000		650,000
503F Green Oaks South/Rolling Hills Sewer Rehab	1,000,000		1,000,000
503I Main Street Water Line Replacement	200,000		200,000
503R Major Construction and Rehab Work	550,000		550,000
Total	\$ 3,126,000	\$ -	\$ 3,126,000
Less: Debt Funding Capital Projects	(566,985)		(566,985)
Capital Expense Net of Long-Term Debt	\$ 2,559,015	\$ -	\$ 2,559,015

16. CONSIDERATION FOR CHIEF CHARLES YARBROUGH, B.C. ROOSEVELT HARRIS AND B.C. JEROME CLARK TO TRAVEL TO HATTIESBURG, MS TO ATTEND THE 2022 MID-WINTER FIRE CHIEFS CONFERENCE DECEMBER 6 - 8, 2022 AT A NOT TO EXCEED ADVANCE TOTAL COST OF \$3,000 (HOTEL, MEALS, REGISTRATION AND TRAVEL).

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the October 18, 2022 Official Agenda, and to accept items for consent, whereby the “approval for Chief Charles Yarbrough, B.C. Roosevelt Harris and B.C. Jerome Clark to travel to Hattiesburg, MS to attend the 2022 Mid-Winter Fire Chiefs Conference @ Lake Terrance Convention Center on December 6 - 8, 2022 at an approximate cost of \$3,000” is enumerated, this consent item is thereby approved.

17. CONSIDERATION FOR BRIAN ARNETT TO TRAVEL TO GULFPORT, MS TO ATTEND THE 2022 TRAINING CHIEFS CONFERENCE NOVEMBER 2 - 4, 2022 AT A NOT TO EXCEED ADVANCE TOTAL COST OF \$800.00 (MEALS, HOTEL, AND CONFERENCE REGISTRATION).

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the October 18, 2022 Official Agenda, and to accept items for consent, whereby the “approval for Brian Arnett to travel to Gulfport, MS to attend the 2022 Training Chiefs Conference at the Courtyard Marriott on November 2 - 4, 2022 at an approximate cost of \$800.00” is enumerated, this consent item is thereby approved.

18. CONSIDERATION TO HIRE BRIAN ARNETT AS A TRAINING CHIEF IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the October 18, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Brian Arnett as a Training Chief in the Starkville Fire Department” is enumerated, this consent item is thereby approved.

19. CONSIDERATION TO HIRE RONALD EVANS AND ANDY MOORE AS WATER TECHNICIANS FOR THE UTILITIES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the October 18, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Ronald Evans and Andy Moore as a Water Technicians for the Utilities Department” is enumerated, this consent item is thereby approved.

20. CONSIDERATION TO HIRE SUBRINA PHIPPS AS AN EXECUTIVE ADMINISTRATIVE ASSISTANT IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the October 18, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Subrina Phipps as an Executive Administrative Assistant in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

21. CONSIDERATION TO HIRE AUBREY GANN AS A PART TIME ENGINEERING INTERN IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the October 18, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Aubrey Gann as an Engineering Intern in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

22. CONSIDERATION TO HIRE JESSLYN GRAY AS A CUSTOMER SERVICE REPRESENTATIVE IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the October 18, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Jesslyn Gray as a Customer Service Representative in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

23. CONSIDERATION TO HIRE DUSTIN EVANS AS A MAINTENANCE WORKER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the October 18, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Dustin Evans as a Maintenance Worker in the Sanitation & Environmental Services Department” is enumerated, this consent item is thereby approved.

24. CONSIDERATION TO HIRE BRANDON HUDSON, CAMERON JOHNSON AND JOSH REED AS MAINTENANCE WORKERS II IN THE STREET DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the October 18, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Brandon Hudson, Cameron Johnson and Josh Reed as Maintenance Workers II in the Street Department” is enumerated, this consent item is thereby approved.

25. CONSIDERATION TO HIRE WILLIAM FENIMORE AND JACOB VARGO AS ENTRY LEVEL FIREFIGHTERS IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the October 18, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire William Fenimore and Jacob Vargo as Entry Level Firefighters” is enumerated, this consent item is thereby approved.

26. CONSIDERATION TO PURCHASE JOHN DEERE GATOR TURF TX (STATE CONTRACT 8200061319) IN PLACE OF THE JOHN DEERE GATOR TX (STATE CONTRACT 8200055711) APPROVED MARCH 1, 2022, AT AN ADDITIONAL COST OF \$1,273.85.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the October 18, 2022 Official Agenda, and to accept items for consent, whereby the “approval to purchase John Deere Gator Turf TX (State Contract 8200061319) in place of the John Deere Gator TX (state contract 8200055711) approved March 1, 2022, at an additional cost of \$1,273.85” is enumerated, this consent item is thereby approved.

27. CONSIDERATION TO PURCHASE (SWAT GEAR) BULLET PROOF HELMETS FROM UNITED SHIELD INTERNATIONAL LOWEST QUOTE OF \$705 EACH, OVER THE HEAD HEARING PROTECTION WITH TACTICAL COMMUNICATION CAPABILITY FROM TNVC, INC AT LOWEST QUOTE OF \$944.10 EACH, AND LONG-TERM GAS MASKS FROM ACCURATE LAW ENFORCEMENT LOWEST QUOTE OF \$499.80 FOR A TOTAL OF \$25,786.71 OF WHICH \$24,500.00 TO BE REIMBURSED BY THE FY23 22LE347 HOMELAND SECURITY GRANT AND THE REMAINING TO BE PAID FROM POLICE SUPPLIES.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the October 18, 2022 Official Agenda, and to accept items for consent, whereby the “approval of to purchase (swat gear) bullet proof helmets from United Shield International lowest quote of \$705 each, over the head hearing protection with tactical communication capability from TNVC, Inc at lowest quote of \$944.10 each, and long-

term gas masks from Accurate Law Enforcement lowest quote of \$499.80 for a total of \$25,786.71 of which \$24,500.00 to be reimbursed by the fy23 22le347 Homeland Security Grant and the remaining to be paid from police supplies” is enumerated, this consent item is thereby approved.

Quotes Received:

United Shield International -----	12 Special Ops helmets @ \$705.00 ea. -----	\$ 8,460.00 + shipping
Gall's -----	12 Special Ops helmets @ \$977.50 ea. -----	\$11,730.00
TNVC INC. -----	12 ops-core headsets @ \$944.10 ea. -----	\$11,329.16
RTS Tactical -----	12 ops-core headsets @ \$1,179.95 ea. -----	\$14,159.40
Accurate Law Enforcement -----	12 gas masks with cannister @ \$499.80 ea. -----	\$ 5,997.55
Lawman Supply Company -----	12 gas masks with canister @ \$532.00 ea. -----	\$ 6,384.00
		\$25,786.71

28. CONSIDERATION TO ACCEPT AND ENTER INTO A GRANT AGREEMENT WITH THE STATE OF MISSISSIPPI, DEPARTMENT OF PUBLIC SAFETY, JUSTICE ASSISTANCE GRANT IN THE AMOUNT OF \$3,563.00 WITH A 25% LOCAL MATCH OF \$1,187.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the October 18, 2022 Official Agenda, and to accept items for consent, whereby the “approval to accept and enter into a grant agreement with the State of Mississippi, Department of Public Safety, Justice Assistance Grant 21LB2311 in the amount of \$3,563.00 with a 25% local match of \$1,187.00” is enumerated, this consent item is thereby approved.

29. CONSIDERATION TO EXTEND THE LEASE AGREEMENT WITH HARLEY-DAVIDSON OF CENTRAL MS FOR THREE (3) MOTORCYCLES @ \$350 PER MOTORCYCLE PER MONTH UNTIL APRIL 2024.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the October 18, 2022 Official Agenda, and to accept items for consent, whereby the “approval to extend the lease agreement with Harley-Davidson of Central MS for three (3) motorcycles @ \$350 per motorcycle per month until April 2024” is enumerated, this consent item is thereby approved. The lease agreement follows this page.

30. CONSIDERATION TO APPROVE CHANGE ORDER #2 IN THE AMOUNT OF \$4,756 DESIGN CHANGES FOR THE TEREX DIGGER TRUCK.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the October 18, 2022 Official Agenda, and to accept items for consent, whereby the “approval of Change Order #2 in the amount of \$4,756 design changes for the Terex Digger Truck” is enumerated, this consent item is thereby approved. Change Order follows the Harley-Davidson lease.

31. CONSIDERATION TO ACCEPT THE LOWEST QUOTE FROM STUART IRBY FOR FIRE RETARDANT UNIFORM PANTS FOR THE ELECTRIC DIVISION IN THE AMOUNT OF \$5,346.72.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the October 18, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the lowest quote from Stuart Irby for FR Uniform pants for the Electric division in the amount of \$5,346.72” is enumerated, this consent item is thereby approved. Two Quotes: Stuart Irby - \$5,346.72 and T&C Marketing - \$7,334.78

MOTORCYCLE LEASE CONTINUATION AGREEMENT

This Lease Agreement Continuation is made and entered into this the 18th day of October, 2022, by and between Harley-Davidson of Central Mississippi, 3509 I-55 South, Jackson, Mississippi 39212, herein after referred to as "Dealer or Lessor, and the City of Starkville, herein after referred to as "the Office or Lessee", whose address is 110 West Main Street, Starkville, Ms. 39759 for the continued lease of Harley Davidson Police Motorcycle(s), herein after referred to as "the vehicle(s)" for use by the Office/Lessee's authorized and licensed employees in the performance of their police related/law enforcement duties. An addendum hereto contains the vehicle identification number(s) for the leased vehicle(s).

WITNESSETH:

1. TERM OF LEASE: The term of this Lease Continuation shall be for a period until April 21, 2024. Lessee shall have the right to extend the term of this Lease, provided that Lessor agrees, upon the same terms and conditions as provided herein. In the event the Lessee elects to exercise its option to renew the terms herein, then Lessee shall notify in writing of such intent no later than thirty (30) days prior to the end of this agreement.

1.A Vehicle can also be purchased at the end of the lease.

2. PAYMENT: Lessee shall pay to Lessor at the above stated address a monthly lease payment for said vehicle(s) in the amount of Three Hundred Fifty dollars (\$350.00), per month per vehicle until the termination of this agreement. In the event the Lessee is subject to a budgetary constraint, Lessor would at said time consider an alternative payment plan upon written notice to Lessor by Lessee, and an explanation in writing of said budgetary constraints.

3. MISCELLANEOUS: Lessee agrees to pay for all official fees in connection with the certificate of title, registration and license fees and any applicable taxes for the leased vehicle(s). Lessor agrees to waive all charges with respect to freight and dealer prep of the vehicle(s) except those cost associated with the installation or removal of a police package, the cost of said package to be in the amount of \$ N/A per vehicle.

4. MAINTENANCE, REPAIRS and OPERATING EXPENSES: Lessee is responsible for and agrees to pay for all maintenance and repairs to keep the vehicles in good working order and condition and other expenses associated with operating the vehicle(s). Lessee agrees to service the vehicles(s) according to the vehicle(s) according to the manufacturer's recommendations as outlined in the owner's manual for the vehicles(s), and as requested by the manufacturer in any recall campaign. Lessee's use or repair of the vehicle(s) must not invalidate any warranty. There are no mileage restrictions placed on the leased vehicle(s). Any and all invoices or copies of the original invoices for services performed anywhere other

than the leasing dealer, must be presented to the leasing dealer within (7) working days of the invoice by fax or mail. The leasing dealer shall perform all warranty repairs.

5. USE and SUBLEASING: Lessee agrees the vehicle(s) **(A)** will be operated by authorized licensed drivers employed by the Lessee as law-enforcement officers; **(B)** will be keep free of all fines, liens and encumbrances; **(C)** will not be used illegally, improperly, for hire or contrary to the manufacturer's recommendations; and **(D)** will not be altered, marked or have equipment installed on them without Lessor's consent. Lessor does consent to have Lessee install police equipment and police decals, to be properly removed at the end of the lease term and the time of turn in of vehicles(s) at the sole expense of the Lessee.

6. INSURANCE: During the term of the Lease, Lessee must maintain public liability and physical damage insurance on the vehicle(s) that covers both Lessee and Lessor. Harley-Davidson of Central Mississippi, 3509 I-55 South, Jackson, Mississippi 39212, must be listed as Lienholder of each vehicle. Lessee agrees that the Department's own liability and personal injury protection insurance will provide primary insurance coverage up to its full policy limits. Lessor must be named as "additional insured" and "loss payee" on Department's insurance policy. Lessee will provide Lessor with evidence of this insurance within (5) business days of the date of this lease agreement. Lessee's insurance policy must provide that Lessor will be notified in writing at least ten (10) days before the insurance is cancelled or coverage altered and that lessor, or its representatives, may have full access to any claim file in the event of an insurable loss.

7. NOTICE of ACCIDENTS and COOPERATION: Lessee agrees to cooperate fully with Lessor and any insurance company in the investigation and defense of any and all claims arising from their possession and use of the vehicle(s). Lessee will make a complete report to Lessor within 48 hours after any accident, theft, or loss involving the vehicle(s).

8. INDEMNIFICATION: Lessee agrees, to the extent permitted by state law, to indemnify and hold Lessor, its affiliates, assignees, officers, agents and employees harmless from all losses, liability, damages, injuries, claims, demands and expenses, including attorney's fees, arising out of the use of the vehicle(s) while in the care, custody or control of the Lessee.

Lessor agrees, to the extent permitted by state law, to indemnify and hold Lessee, its affiliates, assignees, officers, agents and employees harmless from all losses, liability, damages, injuries, claims, demands and expenses, including attorney's fees, arising out of the use of the vehicle(s) while in the care, custody or control of the Lessor when said vehicle(s) is being serviced and/or repaired by Lessor.

9. LIMITATION of LIABILITY: Lessor shall not be liable for any indirect or consequential damages or inconvenience which may result to Lessee from any damages to, or defect in, the vehicle(s) for the time needed to repair or service the vehicle(s). Monthly lease payments shall continue and not be reduced or delayed during this time.

10. RETURN of THE VEHICLE(S): At the end of the Lease, the Office/Lessee shall return the vehicle(s) to Lessor in good condition, without damage, excessive wear or use and with all original equipment installed by the manufacturer. The Office/Lessee shall pay any and all charges to return vehicle(s) to proper and safe condition as deemed necessary in the sole determination of the Lessor.

11. Vehicle(s) must be picked up and returned by Lessee, whose representative is authorized for signing for the pick up and return and/or repairs to vehicle(s).

12. The parties hereto agree that this agreement is entered into in the First Judicial District of Hinds County, Mississippi, and that all terms and conditions hereto shall be determined by the laws of the State of Mississippi, and in the event any term is declared null and void, the remainder of this agreement shall not be effected thereby.

13. The authorized representative of the Office/Lessee declares hereto that he/she is authorized to enter into this agreement on behalf of the Office/Municipality/Sheriff's Office, and/or State Agency entering into this agreement.

This the 18th day of October, 2022.

HARLEY DAVIDSON OF CENTRAL MISSISSIPPI

3509 I-55 SOUTH

JACKSON, MS. 39212

601-372-5770

By: _____



Homer Orr, Manager Police/
Fleet Sales and Leasing



Office/Lessee

By: _____

D. Lynn Spruill

Title: _____

Mayor - City of Starkville



Terex South Dakota, Inc.
3140-15th Ave SE, Watertown, SD 57201
Account Manager - Justin Pinkalla
Originator - Les Boehm

Drawing Approval Change Order
09/21/2022

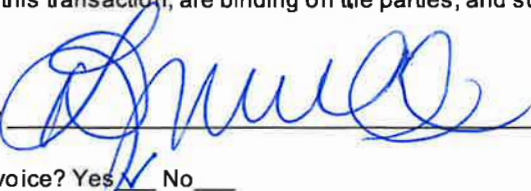
STARKVILLE ELECTRIC DEPT.
Starkville Electric Department
605 HWY 182 EAST
STARKVILLE, MS 39759

C/O Number: 4472-0
Quote Number: QU14572
PO Number: QU14572

Units included in this change order: DK76060

Item	Description	Price
1	CHANGE: Model year change from 2022 to 2023	\$1,435.00
2	CHANGE: Rear winch to Braden 30k Winch and mount between the frame rails.	-\$900.00
3	DELETE: Platform Storage	-\$178.00
4	CHANGE: Lower curbside go-light and strobe light to mimic streetside. A aluminum transverse box between cab and front outrigger 30" wide x 40" tall x 94" long. With vertical door on each side chain stops and paddle latches. Front section to have three thru shelves rear half to be open.	\$0.00
5	ADD:	\$5,599.00
6	DELETE: Aluminum punch metal box.	-\$1,200.00
Price Per Unit:		\$4,756.00
Number of Units:		1
Grand Total:		\$4,756.00

Customer agrees that the Terex Utilities, Inc. terms and conditions of sale (which customer hereby acknowledges it has received) govern this transaction, are binding on the parties, and supersede any conflicting terms contained in any other document.

Accepted by  Date 10-18-2022

Seperate Invoice? Yes ☒ No ☐

32. CONSIDERATION TO ACCEPT THE LOWEST AND BEST QUOTE FROM NESCO FOR FIRE RETARDANT UNIFORM SHIRTS FOR THE ELECTRIC DIVISION IN THE AMOUNT OF \$8,281.36.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the October 18, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the lowest quote from Nesco for FR Uniform shirts for the Electric division in the amount of \$8,281.36” is enumerated, this consent item is thereby approved. 2 Quotes Received: Nesco - \$8,281.36 and T&C Marketing - \$10,052.64

33. CONSIDERATION TO ACCEPT THE QUOTE FROM ANIXER FOR 64 WATER MODULES, A SOLE SOURCE PROVIDER, IN THE AMOUNT OF \$5,609.60

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the October 18, 2022 Official Agenda, and to accept items for consent, whereby the “approval to accept the quote from Anixer for 64 water modules, a sole source provider of system compatible modules to existing system, in the amount of \$5,609.60” is enumerated, this consent item is thereby approved.

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS: Mayor Spruill invited the public to attend one of two home energy workshops at 1504 Louisville Street on October 19, 2022 from 10:00 a.m. until 11:00 a.m. and 5:30 p.m. until 6:30 p.m. to be held by Starkville Utilities for customers to learn ways to save energy. Bulldog Bash will be held October 21 and the Mayor encouraged all to help make it a wonderful and safe event.

BOARD OF ALDERMEN COMMENTS:

Alderman Carver thanked the police department and all those that will be assisting with Bulldog Bash. He also noted Pumpkinpalooza will be held October 27 on Main Street.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, asked that the Louisville and Wood Street intersection be considered for a flashing light. He also encouraged all to be careful with Halloween candy and make sure it is safe to eat.

PUBLIC APPEARANCE: None

PUBLIC HEARINGS:**PUBLIC HEARING AND CONSIDERATION OF UE 22-03: A REQUEST FOR USE EXCEPTION TO ALLOW FOR THE USE “OFFICES-PROFESSIONAL” AT 400 GREENSBORO STREET IN A TN-E ZONING DISTRICT**

Alderman Perkins recused.

City Attorney Latimer updated the Board that the City had received notice from counsel for the Applicants just prior to the meeting that the Applicants wished to withdraw their application for a Use Exception at 400 Greensboro Street. Due to the advertising of a public hearing, the public was allowed to be heard.

Mayor Spruill opened the Public Hearing.

Jeremy Murdock, 502 Greensboro, represented the neighborhood with a letter to be entered into the minutes asking that the primary use of houses in the neighborhood remain residential. That letter follows this page.

There being no additional comments, the Mayor closed the Public Hearing. The Board did not discuss the matter and took no action.



Greensboro Street Historic District

Date: September 27, 2022

To: Starkville Planning and Zoning Commission
Starkville Board of Alderman

From: Residents of the Greensboro Street Historic District

RE: Use Exception Request - 400 Greensboro Street

As residents of the Greensboro Street Historic District, we are writing in formal opposition to the proposed use exception for the property located at 400 Greensboro Street. As a neighborhood, we are extremely concerned with the protection of the historic homes and neighborhoods that make up the central area of Starkville. We strongly believe that neighborhoods such as the Greensboro Street Historic District contribute to Starkville's charm and are vital to the long-term success of our community. A large part of this charm is created by the historic residential properties within the historic district, especially the historic *Stark House* located on the subject property.

We do not oppose home occupations for virtual workspaces in which the owner of the property resides within the home. However, it is our understanding that it is the intent of the applicant to use the dwelling as a virtual office and will not reside in either the dwelling or any accessory dwellings and therefore it must be classified as "Offices-Professional" and requires a Use Exception. Since the use as an "Offices-Professional" would not be incidental or secondary and all on-site employees will not reside within the primary dwelling or the accessory dwelling, we oppose the use exception request. The Greensboro Street Historic District is a thriving, sought-after neighborhood, and as residents we believe it is critical that the primary use of the homes within our neighborhood should remain residential.

In addition, it is our opinion that approving this use exception request to allow this "Offices-Professional" use to be carried out without a person residing on the premises would set a dangerous precedent and serve as a catalyst for negative changes to the character of both the home itself and the neighborhood. As such, we cannot support this request and ask that you deny the Use Exception request in order to protect the integrity of our neighborhood.

Thank you for your service to our community.

Sincerely,

The Residents of Greensboro Historic District



Greensboro Street Historic District

Name (print)	Signature	Address
<u>JEREMY MURDOCK</u>	<u>[Signature]</u>	<u>502 GREENSBORO</u>
<u>Lynn Infanger</u>	<u>[Signature]</u>	<u>504 Greensboro St.</u>
<u>G. G. Holmes</u>	<u>[Signature]</u>	<u>511 Greensboro St.</u>
<u>Jamie Nixon</u>	<u>[Signature]</u>	<u>510 Greensboro St.</u>
<u>David Nixon</u>	<u>[Signature]</u>	<u>510 greensboro St.</u>
<u>MAUREEN HENRY</u>	<u>[Signature]</u>	<u>402 Greensboro St.</u>
<u>William L. HENRY</u>	<u>[Signature]</u>	<u>" " "</u>
<u>Alexandra Hui</u>	<u>[Signature]</u>	<u>508 Greensboro St.</u>
<u>Anne Jordan White</u>	<u>[Signature]</u>	<u>500 Greensboro St.</u>
<u>NORA STRICKLAND</u>	<u>[Signature]</u>	<u>103 BRYAN LANE</u>
<u>Joe Kratesi</u>	<u>[Signature]</u>	<u>516 GREENSBORO St.</u>
<u>Ashleigh B. Murdock</u>	<u>[Signature]</u>	<u>502 Greensboro St.</u>
<u>Jason Walker</u>	<u>[Signature]</u>	<u>201 Louisville St.</u>
<u>Jim Walker</u>	<u>[Signature]</u>	<u>207 Louisville St.</u>
<u>JASON R. BARRETT</u>	<u>[Signature]</u>	<u>427 GREENSBORO ST.</u>
<u>Laura Dunn</u>	<u>[Signature]</u>	<u>304 Greensboro</u>



Greensboro Street Historic District

Name (print)	Signature	Address
<u>George Dunn</u>	<u>[Signature]</u>	<u>304 Greensboro</u>
<u>Debra K. Shafer</u>	<u>[Signature]</u>	<u>601 Greensboro St</u>
<u>Gary Shafer</u>	<u>[Signature]</u>	<u>601 Greensboro St.</u>
<u>George Lindley</u>	<u>[Signature]</u>	<u>309 Greensboro</u>
<u>David B. Lindley</u>	<u>[Signature]</u>	<u>309 Greensboro</u>
<u>Robert A. Camp</u>	<u>[Signature]</u>	<u>521 Greensboro St.</u>
<u>Emily Corban</u>	<u>[Signature]</u>	<u>521 Greensboro St.</u>
<u>Luke White</u>	<u>[Signature]</u>	<u>500 Greensboro St</u>
<u>Mary Love Tagert</u>	<u>[Signature]</u>	<u>425 Greensboro Street</u>
<u>Shannon Barrett</u>	<u>[Signature]</u>	<u>427 Greensboro Street</u>
<u>BILL DEVLIN</u>	<u>[Signature]</u>	<u>404 Greensboro</u>
<u>Melanie Perlin</u>	<u>[Signature]</u>	<u>404 Greensboro</u>
<u>William Van Wurm</u>	<u>[Signature]</u>	<u>505 Greensboro</u>
<u>Kimberly Wurm</u>	<u>[Signature]</u>	<u>505 Greensboro</u>
<u>Anne E. Marshall</u>	<u>[Signature]</u>	<u>305 Greensboro St</u>
<u>JAMES GIESSEN</u>	<u>[Signature]</u>	<u>305 Greensboro St</u>



Greensboro Street Historic District

Name (print)	Signature	Address
Bethany Mills	Beth Mills	311 Greensboro
Tyson Mills	Tyson Mills	311 Greensboro
Chris Ayers	Chris Ayers	508 Greensboro St.
Andrew Wade	Andrew Wade	605 Greensboro St
Elizabeth Wade	Elizabeth Wade	605 Greensboro St.
Suzanne Sinno	Suzanne Sinno	303 Greensboro St.
Tyson Langston	Tyson Langston	604 Greensboro
Meredith Langston	Meredith Langston	604 GREENSBORO ST.
Michelle Jones	Michelle Jones	408 Greensboro
Brian Jones	Brian Jones	408 Greensboro

PUBLIC HEARING AND CONSIDERATION OF VA 22-11: A REQUEST FOR VARIANCES FROM MAXIMUM LOT WIDTH AND MINIMUM FRONTAGE BUILDOUT AND SE 22-05: A REQUEST FOR A SPECIAL EXCEPTION TO ALLOW FOR A REDUCTION IN THE MINIMUM PARKING REQUIREMENTS FOR A PROPOSED DEVELOPMENT ON THE THREE LOTS ON RUSSELL STREET AT THE NORTHWEST CORNER OF THE INTERSECTION WITH JARNIGAN STREET IN A T5-C ZONING DISTRICT.

Daniel Havelin, City Planner, presented the requests. The applicant, Tabor Construction & Development on behalf of Shackelford Investments, LLC, Tyrone Ellis, and Rena Ellis, is currently proposing to develop the site into a mixed-use development with residential condominium units and commercial units in two buildings. The parking for the site will be located in the rear of the property and new street parking will be added along Russell Street. The three existing lots will be combined into two lots.

The applicant is requesting a Variance from lot width and minimum frontage buildout. The width of the two proposed lots is +/-134.5 feet for the western lot and +/-129 feet for the eastern lot. The maximum lot width for a T-5C zoning district is 120 feet. The proposed percentage of frontage buildout at the side setback of a corner lot is approximately 40.5% along Jarnigan Street. The minimum percentage of frontage buildout at the side setback of a corner lot is 65%. The applicant is requesting relief from maximum lot width and minimum frontage buildout.

The applicant is also requesting a Special Exception from parking requirements. Each lot will have one mixed use building, but both lots will share the proposed parking. The residential portion requires one space per bedroom. The total bedroom count for the project is 41 (10 one bedrooms, 8 two bedrooms, and 5 three bedrooms). The parking for the non-residential portion will vary based on the use. Assuming a total square footage of 2,700 per building, the required parking for the non-residential portion of each building is 4 spaces per building. Using the Parking Occupancy Rates chart found in Section 14.10.4 of the Unified Development Code, the total number of required parking is 48 spaces. The proposed site plan shows 39 parking spaces. The requested reduction in amount of required parking would be approximately 19%. The parking requirements are part of the Use Standards in Section 13 of the Unified Development Code (UDC). Section 3.4.1 of UDC states that a Special Exception is required for any request to deviate from the Use Standards that is non-dimensional in nature.

Jeremy Tabor, President of Tabor Construction, was addressed the Board and answered questions.

Mayor Spruill opened the Public Hearing.

Lawrence Tate, Pastor of the Church of the Living God on Jarnigan Street, asked if anything different could be done to the property so that church members could continue parking on the lot.

Ross Williams, 609 E Gillespie Street, expressed his support of the Church and not more residential development.

Alvin Turner asked that everyone be fair to God's people.

Lilly Watson, trustee of the Church of the Living God, asked that the development be redesigned to reduce the number of parking spaces needed.

Elizabeth Young, church member, spoke against the development of the property.

Robert Camp, prior resident of the area, noted this is prime property that will soon be developed in some manner and he felt this would have the least impact on the area.

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

34. CONSIDERATION OF VA 22-11: A REQUEST FOR VARIANCES FROM MAXIMUM LOT WIDTH AND MINIMUM FRONTAGE BUILDOUT AND SE 22-05: A REQUEST FOR A SPECIAL EXCEPTION TO ALLOW FOR A REDUCTION IN THE MINIMUM PARKING REQUIREMENTS FOR A PROPOSED DEVELOPMENT ON THE THREE LOTS ON RUSSELL STREET AT THE NORTHWEST CORNER OF THE INTERSECTION WITH JARNIGAN STREET IN A T5-C ZONING DISTRICT.

Alderman Brooks, duly seconded by Alderman Rupp, offered a motion approving VA 22-11 and SE 22-05 for the proposed Summit development on northwest corner of the intersection of Russell Street at Jarnigan Street based on Board packet materials and information provided during the public hearing. 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.

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURE LOCATED AT 210 WEST GILLESPIE STREET WITH PARCEL NUMBER 102B-00-321.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Alexandria Nash, Code Enforcement Officer, presented the findings and recommendations concerning 210 West Gillespie Street. Initial inspection of Parcel #102B-00-321.00 was conducted on July 19, 2022 and re-inspection on August 16th, 2022 by Code Enforcement Officers Alexandria Nash and Sarah Perez. Both inspections contained conditions not suitable for public health and safety such as, multiple holes in the side of the structure, water damage, roof damage, and upkeep of the property being neglected and natural deterioration over time.

Public Notices of the public hearing were posted on the subject property and City Hall Wednesday, 9/21/2022. Notification letters of the public hearing were sent Wednesday, 9/21/2022 to the property tax payer/owner Betty Clay at 515 ½ Gillespie Street, Starkville, MS 39759 and also to the mailing address for the subject property. Tax information was obtained from the Oktibbeha County Chancery Clerk.

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

Section 16. ENVIRONMENTAL

16.1. Nuisance. A nuisance shall be a condition or situation that results in an interference with the use and enjoyment of public and private property. To protect the health, safety, and welfare of the public, maintaining, using, placing, depositing, leaving, or permitting of any item or action classified as a nuisance shall not be permitted.

16.1.1. General Nuisance. Nuisance shall include but not be limited to:

- A. Accumulation of noxious weeds and other rank vegetation.
- B. Accumulations of rubbish, trash, refuse, junk and other abandoned materials, metals, lumber or other things.
- C. Any condition which provides harborage for rats, mice, snakes and other vermin.
- D. Any building or other structure which is in such a dilapidated condition that it is unfit for human habitation, or kept in such an unsanitary condition that it is a menace to the health of people residing in the vicinity thereof, or presents a more than ordinarily dangerous fire hazard in the vicinity where it is located.
- E. All unauthorized noises and vibrations, including animal noises.
- F. All obnoxious odors and stenches, as well as the conditions, substances or other causes which give rise to the emission or generation of such odors and stenches.
- G. The carcasses of animals or fowl not disposed of within a reasonable time after death.
- H. The pollution of any public well or cistern, stream, lake, canal or body of water by sewage, dead animals, creamery or industrial wastes or other substances.
- I. Any building, structure or other place or location where any activity which is in violation of local, state or federal law is conducted, performed or maintained.
- J. Any accumulation of stagnant water permitted or maintained on any lot or piece of ground.
- K. The creation of dense smoke, noxious fumes, gas, soot, or cinders in unreasonable quantities.

16.1.2. Nuisance Prohibited. It shall be unlawful for any person to cause, permit, maintain or allow the creation or maintenance of a nuisance.

16.1.3. Nuisance Violation. Whenever a nuisance is found to exist, the Code Enforcement Officer shall follow the process and procedures for issuance of a code violation as stated in Section 3.19.

16.1.4. Penalty for Nuisance Violation. Any person violating any provision of this ordinance shall upon a guilty plea or conviction be guilty of a misdemeanor and shall be fined in accordance with the penalty fee section or an amount as otherwise determined by the court, for each offense.

16.1.5. Abatement by the City. Upon the failure of the person upon whom an order of abatement has been issued by the court to abate the nuisance, the Code Enforcement Officer shall proceed to abate such nuisance and shall keep records of costs incurred to the City to correct the nuisance. Any and all costs incurred by the City in the abatement of a nuisance under the provisions of this article shall constitute a lien against the property upon which such nuisance existed, which lien shall be filed, proven, and collected as provided for by law. Such lien shall be noticed to all persons from the time of its recording, and shall bear interest at the legal rate thereafter until satisfied.





Oktibbeha County, MS

Oktibbeha County online map access is provided as a public service, as is, as available and without warranties, expressed or implied. Content published on this website is for informational purposes only, and is not intended to constitute a legal record nor should it be substituted for the advice or services of a licensed professional. Parcel map information is prepared for the inventory of real property found within County jurisdiction and is compiled from recorded deeds, plats, and other public documents in accordance with Land Records Technical Specifications for Base, Cadastral and Digital Mapping Systems. Users are hereby notified that the aforementioned public record sources should be consulted for verification of information. With limited exception, data available on this website originates from Oktibbeha County Land Records GIS and is maintained for the internal use of the County. The County of Oktibbeha and the Website Provider disclaim all responsibility and legal liability for the content published on this website. The user agrees that Oktibbeha County and its Assigns shall be held harmless from all actions, claims, damages or judgments arising out of the use of County data.



Oktibbeha County Tax Assessor/Collector
Allen Morgan

101 E. Main Street Ste. 103
39759 Starkville, MS
662-323-1273
Fax: 662-338-1066

PPIN:	2308
PARCEL_ID:	102B-00-321.00
OWNERNAME:	CLAY NELLIE MAY ESTATE
ADDRESS1:	C/O BETTY CLAY
ADDRESS2:	210 GILLISPIE ST
CITY:	STARKVILLE
STATE:	MS
ZIP:	39759
SECTION:	03
TOWNSHIP:	18N
RANGE:	14E
LEGAL1:	65' E/S LOT 11 CITY BLK 48
LEGAL2:	
LEGAL3:	
TAX_DIST:	1110
REGION:	BB
CULT_AC1:	0
CULT_AC2:	0
UNCULT_AC1:	0
UNCULT_AC2:	0
TOTAL_AC:	0
CULT_VAL1:	18000
CULT_VAL2:	0
UNCUL_VAL1:	0
UNCUL_VAL2:	0
LAND_VAL:	18000
IMP_VAL1:	16770
IMP_VAL2:	0
TOTALVALUE:	34770
EXEMPT_COD:	0
HOMESTEAD:	4
DEED_BOOK:	
DEED_PAGE:	
DEED_DATE:	
SITUS_ADDR:	210 WEST GILLESPIE ST

210 West Gillespie Street, Oktibbeha County Property Link public tax information.

Oktibbeha County Mississippi



Delta Computer Systems, Inc.

The website will be unavailable all day Sunday,
July 18, 2021 for routine maintenance

We apologize for any inconvenience this may cause.

Property Link OKTIBBEHA COUNTY, MS

Current Date 7/15/2021		Tax Year 2020	
		Records Last Updated 7/14/2021	
PROPERTY DETAIL			
OWNER	CLAY NELLIE MAY ESTATE	ACRES : **NA**	
	C/O BETTY CLAY	LAND VALUE : 18000	
	210 GILLISPIE ST	IMPROVEMENTS : 16770	
	STARKVILLE MS 39759	TOTAL VALUE: 34770	
ASSESSED : 3477			
PARCEL	102B-00-321.00		
ADDRESS	210 WEST GILLESPIE ST		
TAX INFORMATION			
YEAR 2020	TAX DUE	PAID	BALANCE
COUNTY	119.55	119.55	0.00
CITY	104.76	104.76	0.00
SCHOOL	154.39	154.39	0.00
PENALTY & OTHER	3.79	3.79	0.00
TOTAL	382.49	382.49	0.00
LAST PAYMENT DATE 3 / 9 / 2021			
MISCELLANEOUS INFORMATION			
EXEMPT CODE	LEGAL 65' E/S LOT 11 CITY BLK 48		
HOMESTEAD CODE	REG	MAP 102B DB/PG 421/64	
TAX DISTRICT	1110		
PPIN	002308		
SECTION	03		
TOWNSHIP	18N		
RANGE	14E		
Book	Page		

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES		
Year	Sold To	Redeemed Date/By
NO TAX SALES FOUND		
Back		

[HOME](#) | [CIVIL COURT](#) | [CRIMINAL COURT](#) | [JUDGMENT ROLL](#) | [MARRIAGE LICENSE](#) | [LAND REDEMPTION](#)
[ONLINE PROPERTY TAX PAYMENTS](#) | [ONLINE CAR TAG PAYMENTS](#)
[TERMS OF USE](#) | [PRIVACY POLICY](#)

Violation Notice issued Thursday, July 21, 2022.

**City of Starkville**

101 E Lampkin St
Starkville, MS 39759
Phone: (662) 323-4847

Violation of Starkville Code of Ordinances

Nellie May Estate Clay
215 1/2 GILLESPIE
Starkville, MS 39759

Case No. 22-000440
Issued: July 21, 2022

VIOLATION LOCATION

210 West Gillespie St
Starkville, MS 39759

LEGAL DESCRIPTION

65' E/s Lot 11 City Blk 48
Parcel ID #102b-00-321.00

Dear Property Owner:

The employees of the City of Starkville would like to take this opportunity to thank you for choosing to own property in the City of Starkville, Mississippi. We strive to improve our appearance to ensure the safety of all our citizens. Therefore, I am writing your property at the above noted address.

Our records indicate that the property referenced above is in violation of MCA Sec. 21-19-112021 IPMC Section 111 of the City's Code of Ordinance. Please reference cityofstarkville.org, or municode.com for details about the individual ordinance regulations.

This letter is an official written notice that you have been given ten (10) days of date of said letter (not the violation date) to bring the property into compliance with Starkville's City Code of Ordinances.

Failure to bring this property into compliance could result in a summons to appear before the Municipal Court Judge, where court fees, fines, and related penalties may be administered.

Thank you in advance for your compliance. It is most appreciated. If you have any questions, please call the Community Development Department at (662) 323-2525. Again, I would like to thank you for helping to make Starkville an exciting, attractive and safe place to live.

Sincerely,

Code Enforcement Inspector

Dilapidated Structure Notice issued Thursday, September 1, 2022.

**City of Starkville**

101 E Lampkin St
Starkville, MS 39759
Phone: (662) 323-4847

Dilapidated Structure Notice

Nellie May Estate Clay

215 1/2 GILLESPIE
Starkville, MS 39759

Case No. 22-000440**Issued:** September 01, 2022**VIOLATION LOCATION**

210 West Gillespie St
Starkville, MS 39759

LEGAL DESCRIPTION

65' E/s Lot 11 City Blk 48
Parcel ID #102b-00-321.00

Please take notice that, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on - before the Starkville Board of Aldermen at Starkville City Hall Municipal Court Room for the purpose of determining whether the property referenced above is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

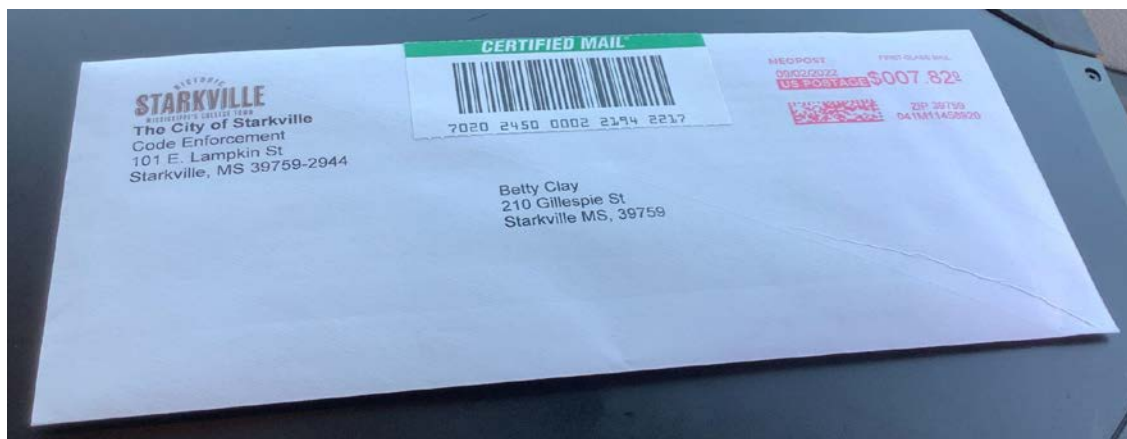
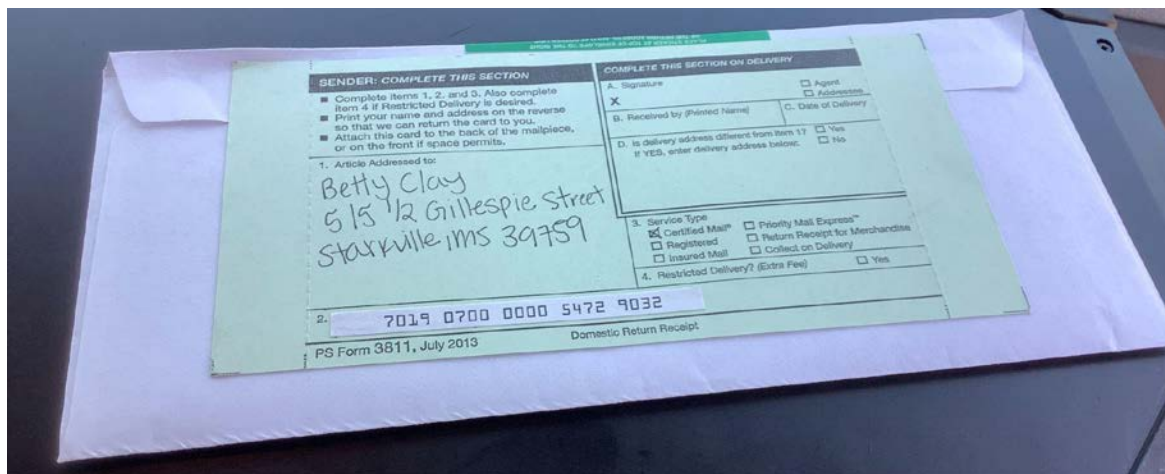
An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

If, at such hearing, the City shall adjudicate the property or parcel of land to be a menace to the public health, safety, and welfare of the community, the City, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The City may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed \$1,500 or 50% of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property.

If you have any questions or seek additional information, contact Starkville's Community Development Director, Simon Kim, at (662) 323-2525.

Certified Mail sent on Friday, September 2, 2022 through the United States Post Service with the stamp date September 2, 2022. Tracking number: 7019 0700 0000 5472 9032. Tracking number:

7020 2450 0002 2194 2217. Both letters were addressed to Betty Clay due to her mother Nellie Mae Clay being deceased.



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Betty Clay
210 Gillespie St
Starkville, MS 39759

9590 9402 6341 0296 1723 93

7020 2450 0002 2194 2217

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

3. Service Type

☐ Adult Signature ☐ Registered Mail™
☒ Certified Mail® ☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery ☐ Signature Confirmation™
☐ Collect on Delivery ☐ Signature Confirmation Restricted Delivery
☐ Insured Mail ☐ Signature Confirmation Restricted Delivery
☐ Insured Mail Restricted Delivery ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage \$

Total Postage and Fees \$

Sent To Betty Clay
Street and Apt. No., or PO Box No.
615 1/2 Gillespie Street
City, State, ZIP+4®
Starkville, MS 39759

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

STARVILLE MAIN POST OFFICE
SEP 2 2022
39759

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage \$

Total Postage and Fees \$

Sent To Betty Clay
Street and Apt. No., or PO Box No.
210 Gillespie St
City, State, ZIP+4®
Starkville, MS 39759

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

STARVILLE MAIN POST OFFICE
SEP 2 2022
39759

CLAY NELLIE MAY ESTATE
C/O BETTY CLAY
210 GILLISPIE ST
STARKVILLE, MS 39759

NOTICE

PARCEL NUMBER: 102B-00-321.00
210 GILLISPIE ST STARKVILLE, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **Oct. 18th, 2022**, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

If, at such hearing, the City shall adjudicate the property or parcel of land to be a menace to the public health, safety, and welfare of the community, the City, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The City may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed \$1,500 or 50% of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property.

If you have any questions or seek additional information, contact Starkville's Police Department

Code Enforcement Officer Sarah Perez or Officer Alex Nash (662)323-4847

The photographs below were taken by Officer Alexandra Nash at the first inspection on Wednesday, July 20, 2022, at approximately 15:34.





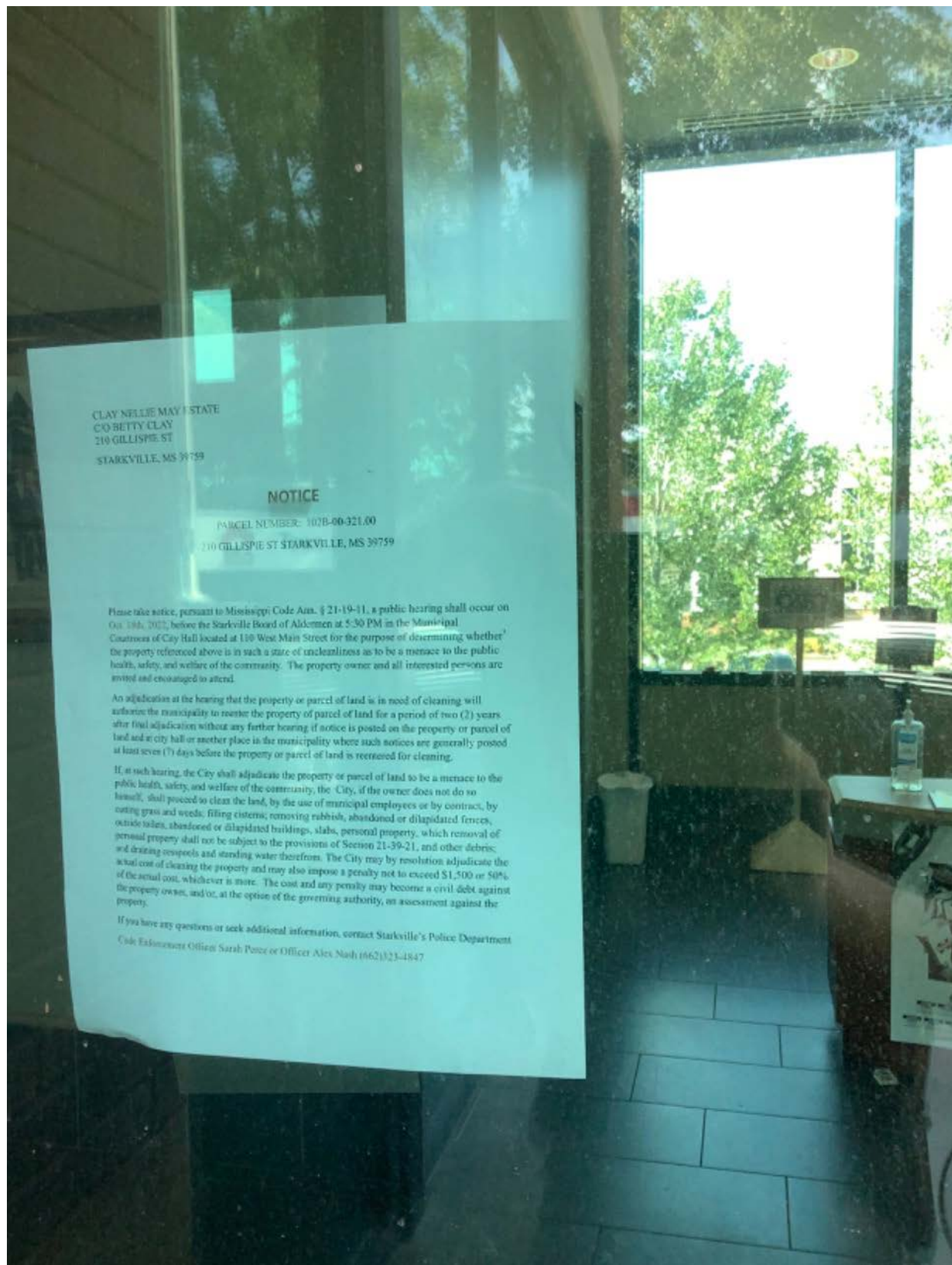
Photographs below were taken by Officer Alexandra Nash on Saturday, September 03, 2022, at approximately 10:09.





Photographs were taken on Wednesday, 9/21/2022, by Officer Nash where Code Enforcement Officers posted the public hearing notice on the front door of the property as well 110 West Main Street, Starkville City Hall, front window.





CLAY NELLIE MAY ESTATE
CO BETTY CLAY
210 GILLISPIE ST
STARKVILLE, MS 39759

NOTICE

PARCEL NUMBER: 107B-00-321.00
210 GILLISPIE ST STARKVILLE, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on Oct. 21st, 2022, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of two (2) years after final adjudication without any further hearing, if notice is posted on the property or parcel of land and in city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

If, at such hearing, the City shall adjudicate the property or parcel of land to be a menace to the public health, safety, and welfare of the community, the City, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish; abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The City may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed \$1,500 or 50% of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property.

If you have any questions or seek additional information, contact Starkville's Police Department Code Enforcement Officer Sarah Ponce or Officer Alex Nash (662)323-4847

Certified letters sent Wednesday, 09/21/2022 to property address and property owners notifying them of the public hearing set for Tuesday, 10/18/2022 at 5:30 pm.



7020 2450 0002 2194 1852

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
\$ _____

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)	\$ _____
☐ Return Receipt (electronic)	\$ _____
☐ Certified Mail Restricted Delivery	\$ _____
☐ Adult Signature Required	\$ _____
☐ Adult Signature Restricted Delivery	\$ _____

Postage
\$ _____

Total Postage and Fees
\$ _____

Sent To
Clay, Nellie May Estate C/O Betty Clay
Street and Apt. No., or PO Box No.
210 W. Gillespie St
City, State, ZIP+4®
Starkville, MS 39759

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SEP 21 2022 39759

7019 0700 0000 5472 9049

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
\$ _____

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)	\$ _____
☐ Return Receipt (electronic)	\$ _____
☐ Certified Mail Restricted Delivery	\$ _____
☐ Adult Signature Required	\$ _____
☐ Adult Signature Restricted Delivery	\$ _____

Postage
\$ _____

Total Postage and Fees
\$ _____

Sent To
Betty Clay
Street and Apt. No., or PO Box No.
215 1/2 W. Gillespie St.
City, State, ZIP+4®
Starkville, MS 39759

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SEP 21 2022 39759

Photographs taken by Officer Alexandra Nash on Wednesday, 10/05/2022 show that no efforts have been made to correct the violations.



























35. CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURE LOCATED AT 210 WEST GILLESPIE STREET WITH PARCEL NUMBER 102B-00-321.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Alderman Vaughn, duly seconded by Alderman Sistrunk, offered a motion to determine that the structure located at 210 West Gillespie Street with parcel number 102B-00-321.00 is a menace to the public health, safety, and welfare of the community under Miss. Code Ann. § 21-19-11 based on the Board packet materials and presentations by the Code Enforcement Officer.

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.

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURE LOCATED AT 112 FELLOWSHIP WITH PARCEL NUMBER 101D-00-040.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Sarah Perez, Code Enforcement Officer, presented the findings and recommendations concerning the building located at 112 Fellowship St Starkville, MS 39759 with parcel number (101D-00-040.00). Initial inspection of 112 Fellowship St Starkville, MS 39759 with parcel number (101D-00-040.00) was performed on July 13th 2022 and re-inspection on September 1st, 2022 by Code Enforcement Officer Sarah Perez and Officer Alexandra Nash. Both inspections contained conditions not suitable for public health and safety such as, hazardous material, fire damage and debris, and structural damage.

Public Notices of the public hearing were posted on the subject property 9/21/2022 and City Hall 9/21/2022. Notification letters of the public hearing were sent 9/21/2022 to the property tax payer/owner Will L. Allen at 112 Fellowship St. Starkville, MS 39759 and also to the mailing address for the subject property. Tax payer/owner information was obtained through the Oktibbeha County Chancery Clerk.

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

Section 16. ENVIRONMENTAL

16.1. Nuisance. A nuisance shall be a condition or situation that results in an interference with the use and enjoyment of public and private property. To protect the health, safety, and welfare of the public, maintaining, using, placing, depositing, leaving, or permitting of any item or action classified as a nuisance shall not be permitted.

16.1.1. General Nuisance. Nuisance shall include but not be limited to:

- A. Accumulation of noxious weeds and other rank vegetation.
- B. Accumulations of rubbish, trash, refuse, junk and other abandoned materials, metals, lumber or other things.
- C. Any condition which provides harborage for rats, mice, snakes and other vermin.
- D. Any building or other structure which is in such a dilapidated condition that it is unfit for human habitation, or kept in such an unsanitary condition that it is a menace to the health of people residing in the vicinity thereof, or presents a more than ordinarily dangerous fire hazard in the vicinity where it is located.
- E. All unauthorized noises and vibrations, including animal noises.
- F. All obnoxious odors and stenches, as well as the conditions, substances or other causes which give rise to the emission or generation of such odors and stenches.
- G. The carcasses of animals or fowl not disposed of within a reasonable time after death.
- H. The pollution of any public well or cistern, stream, lake, canal or body of water by sewage, dead animals, creamery or industrial wastes or other substances.
- I. Any building, structure or other place or location where any activity which is in violation of local, state or federal law is conducted, performed or maintained.
- J. Any accumulation of stagnant water permitted or maintained on any lot or piece of ground.
- K. The creation of dense smoke, noxious fumes, gas, soot, or cinders in unreasonable quantities.

16.1.2. Nuisance Prohibited. It shall be unlawful for any person to cause, permit, maintain or allow the creation or maintenance of a nuisance.

16.1.3. Nuisance Violation. Whenever a nuisance is found to exist, the Code Enforcement Officer shall follow the process and procedures for issuance of a code violation as stated in Section 3.19.

16.1.4. Penalty for Nuisance Violation. Any person violating any provision of this ordinance shall upon a guilty plea or conviction be guilty of a misdemeanor and shall be fined in accordance with the penalty fee section or an amount as otherwise determined by the court, for each offense.

16.1.5. Abatement by the City. Upon the failure of the person upon whom an order of abatement has been issued by the court to abate the nuisance, the Code Enforcement Officer shall proceed to abate such nuisance and shall keep records of costs incurred to the City to correct the nuisance. Any and all costs incurred by the City in the abatement of a nuisance under the provisions of this article shall constitute a lien against the property upon which such nuisance existed, which lien shall be filed, proven, and collected as provided for by law. Such lien shall be noticed to all persons from the time of its recording, and shall bear interest at the legal rate thereafter until satisfied.

16-1




Oktibbeha County, MS

Oktibbeha County online map access is provided as a public service, as is, as available and without warranties, expressed or implied. Content published on this website is for informational purposes only, and is not intended to constitute a legal record nor should it be substituted for the advice or services of a licensed professional. Parcel map information is prepared for the inventory of real property found within County jurisdiction and is compiled from recorded deeds, plats, and other public documents in accordance with Land Records Technical Specifications for Base, Cadastral and Digital Mapping Systems. Users are hereby notified that the aforementioned public record sources should be consulted for verification of information. With limited exception, data available on this website originates from Oktibbeha County Land Records GIS and is maintained for the internal use of the County. The County of Oktibbeha and the Website Provider disclaim all responsibility and legal liability for the content published on this website. The user agrees that Oktibbeha County and its Assigns shall be held harmless from all actions, claims, damages or judgments arising out of the use of County data.



Oktibbeha County Tax Assessor/Collector
Allen Morgan

101 E. Main Street Ste. 103
39759 Starkville, MS
662-323-1273
Fax: 662-338-1066

PPIN:	132
PARCEL_ID:	101D-00-040.00
OWNERNAME:	ALLEN WILL L ETUX
ADDRESS1:	112 FELLOWSHIP
ADDRESS2:	
CITY:	STARKVILLE
STATE:	MS
ZIP:	39759
SECTION:	02
TOWNSHIP:	18N
RANGE:	14E
LEGAL1:	LOT 3-A CITY BLK 65
LEGAL2:	
LEGAL3:	
TAX_DIST:	5110
REGION:	BB
CULT_AC1:	0
CULT_AC2:	0
UNCULT_AC1:	0
UNCULT_AC2:	0
TOTAL_AC:	0
CULT_VAL1:	38000
CULT_VAL2:	0
UNCUL_VAL1:	0
UNCUL_VAL2:	0
LAND_VAL:	38000
IMP_VAL1:	30350
IMP_VAL2:	0
TOTALVALUE:	68350
EXEMPT_CDD:	0
HOMESTEAD:	3
DEED_BOOK:	
DEED_PAGE:	
DEED_DATE:	
SITUS_ADDR:	112 FELLOWSHIP

2014 2070
Recorded in the Above
Mortgage Book & Page
02-07-2014 02:13:15 PM
Monica W. Banks
Oktibbeha County, MS

When Recorded Return To:
JPMorgan Chase Bank, N.A.
C/O Nationwide Title Clearing,
Inc. 2100 Alt. 19 North
Palm Harbor, FL 34683

Document Prepared By:
E.Lance/NTC, 2100 Alt. 19
North, Palm Harbor, FL
34683 (800)346-9152

AUTHORIZATION TO CANCELLATION

Loan No 0000625671

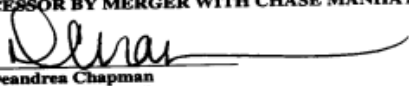
TO THE CHANCERY CLERK OF OKTIBBEHA COUNTY, Mississippi:

You are hereby authorized and requested to enter satisfaction of and cancel of record certain Mortgage/Deed of Trust executed by WILL L. ALLEN AND WILLIE MAE C. ALLEN to FARMERS HOME ADMINISTRATION dated 11/29/1978 and recorded in Book 560, at Page 1, Document # , of the Records of Deeds in the office of the Chancery Clerk of OKTIBBEHA County, Mississippi.

LOT 3-A OF BLOCK 65 OF THE CITY OF STARKVILLE, MISSISSIPPI, AS SHOWN ON THE ARTHUR L. GOODMAN 1951 OFFICIAL MAP OF SAID CITY, RECORDED IN THE LAND RECORDS OF SAID COUNTY IN A BOOK ENTITLED "OFFICIAL MAP CITY OF STARKVILLE, MISSISSIPPI" REFERENCE TO WHICH FOR FURTHER DESCRIPTION IS HERE MADE.

Property is commonly known as: LOT 3-A, BLOCK 65, STARKVILLE, MS 39759.

Dated on 1/30/2014 (MM/DD/YYYY)
DEUTSCHE BANK TRUST COMPANY AMERICAS, AS TRUSTEE F/K/A BANKERS TRUST COMPANY NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS CO-TRUSTEE FOR THE RURAL HOUSING TRUST 1987-01, by JPMORGAN CHASE BANK, N.A. SUCCESSOR BY MERGER TO CHASE HOME FINANCE LLC, SUCCESSOR BY MERGER WITH CHASE MANHATTAN MORTGAGE CORPORATION, its Attorney-in-Fact

By: 
Deandrea Chapman
VICE PRESIDENT



STATE OF LOUISIANA
PARISH OF OUACHITA

On 1/30/14 (MM/DD/YYYY), before me appeared Deandrea Chapman, to me personally known, who did say that he/she/they is/are the VICE PRESIDENT of JPMORGAN CHASE BANK, N.A. SUCCESSOR BY MERGER TO CHASE HOME FINANCE LLC, SUCCESSOR BY MERGER WITH CHASE MANHATTAN MORTGAGE CORPORATION as Attorney-in-Fact for DEUTSCHE BANK TRUST COMPANY AMERICAS, AS TRUSTEE F/K/A BANKERS TRUST COMPANY NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS CO-TRUSTEE FOR THE RURAL HOUSING TRUST 1987-01 and that the instrument was signed on behalf of the corporation (or association), by authority from its board of directors, and that he/she/they acknowledged the instrument to be the free act and deed of the corporation (or association).


Bridget A. Chunn
Notary Public - State of LOUISIANA
Commission expires: LIFETIME

BRIDGET A. CHUNN
OUACHITA PARISH, LOUISIANA
LIFETIME COMMISSION
NOTARY ID # 64479

CHAS6 22877334 - PRIME DDO6058519 T2814013913 [C-1] SPOMS1



D0005126670



Oktibbeha County, MS
I certify this instrument was filed on
02-07-2014 02:13:15 PM
and recorded in Mortgage Book
2014 at page 2070 - 2070
Monica W. Banks

STARKVILLE POLICE DEPT

from 06/02/2021

thru 06/02/2021 10:57

Calls For Service

Call # 21-019843 **Dispatcher** MULLEN, T
Date/Time 06/02/2021 04:50:13 **Disposition** REPORT
Type FIRE **Zone** 2
How Rcvd 911
Sent To Dispatch 06/02/2021 04:50:52

Location Address

206 FELLOWSHIP ST
STARKVILLE, MS 39759

Caller Information

Name	Phone	Call From Address	Contact?	Employer / Work Phone
E911			N	

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
JONES, C	04:50:56	04:53:24	05:43:13		
WOODS,	04:50:59	04:53:37	05:27:56		
CHILDS, A	04:51:03	04:53:37	05:27:59		
MCCLENDON,	04:55:51	04:58:41	05:03:09		
GREGORY,	05:37:17	05:40:26	07:00:32		
NASON, H	05:43:20	05:46:05	07:00:32		

Notes

6/2/2021 4:50:52 AM WALKER, T STRUCTURE ON FIRE // UNK IF OCCUPIED // MAY BE
ABANDONED

Dilapidated structure notice was sent to the property owner on September 2, 2022

	City of Starkville 101 E Lampkin St Starkville, MS 39759 Phone: (662) 323-4847
Dilapidated Structure Notice	
Will L Etux Allen 112 Fellowship Starkville, MS 39759	Case No. 22-000419 Issued: September 01, 2022
VIOLATION LOCATION 112 Fellowship, Starkville, MS 39759	LEGAL DESCRIPTION Lot 3-a City Blk 65 Parcel ID #101d-00-040.00
Please take notice that, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on - before the Starkville Board of Aldermen at Starkville City Hall Municipal Court Room for the purpose of determining whether the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend. An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property of parcel of land for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning. If, at such hearing, the City shall adjudicate the property or parcel of land to be a menace to the public health, safety, and welfare of the community, the City, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The City may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed \$1,500 or 50% of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property. If you have any questions or seek additional information, contact Starkville's Community Development Director, Simon Kim, at (662) 323-2525.	
MYGOV.US 22-000419, 09/01/2022 at 9:25 AM Page 1/2	

Certified mail sent to the homeowner on September 2, 2022 notifying the owner of the violations on the property

STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

Starkville Police Department
Code Enforcement
101 E Lampkin St
Starkville MS
39759

CERTIFIED MAIL

7020 2450 0002 2194 1838

NEEDPOST 0002176527
US POSTAGE \$007.82

ZIP 39759
0411411455920

ALLEN WILL L ETUX
112 FELLOWSHIP
STARKVILLE, MS 39759

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Will L. Allen
112 Fellowship
Starkville, MS 39759

2. 7020 2450 0002 2194 1838

PS Form 3811, July 2013 Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from Item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee
\$

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)	\$
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$

Postage
\$

Total Postage and Fees
\$

Sent To Will L. Allen
Street and Apt. No., or PO Box No.
112 Fellowship
City, State, ZIP+4®
Starkville, MS 39759

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 2450 0002 2194 1838

Public Hearing notice was posted at Starkville City Hall and on the structure at 112 Fellowship St.

ALLEN WILL L ETUX
112 FELLOWSHIP ST
STARKVILLE, MS 39759

NOTICE

PARCEL NUMBER: 101D-00-040.00
112 FELLOWSHIP ST STARKVILLE, MS 39759

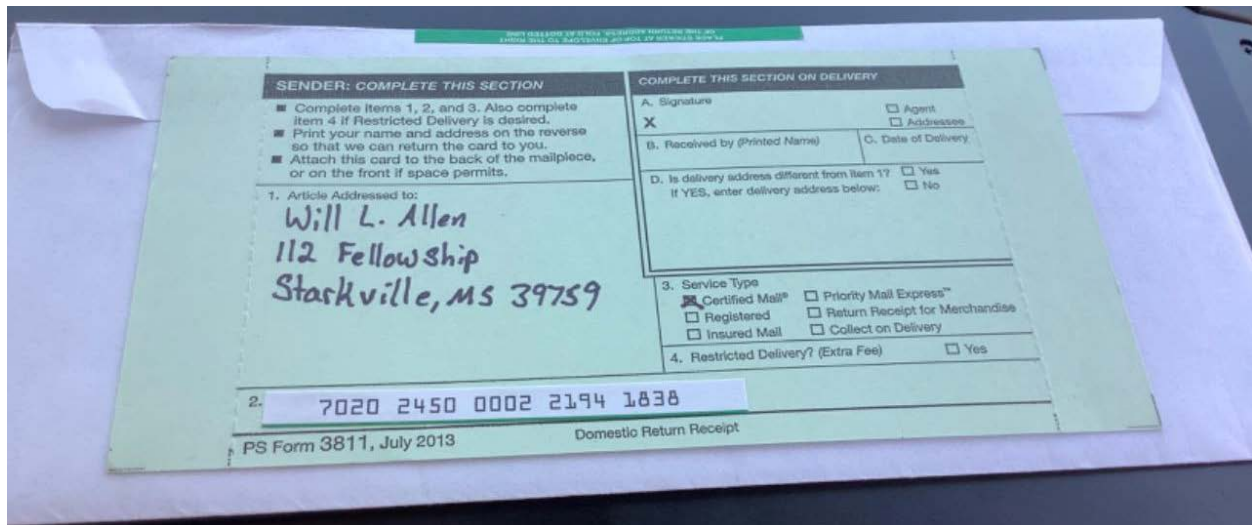
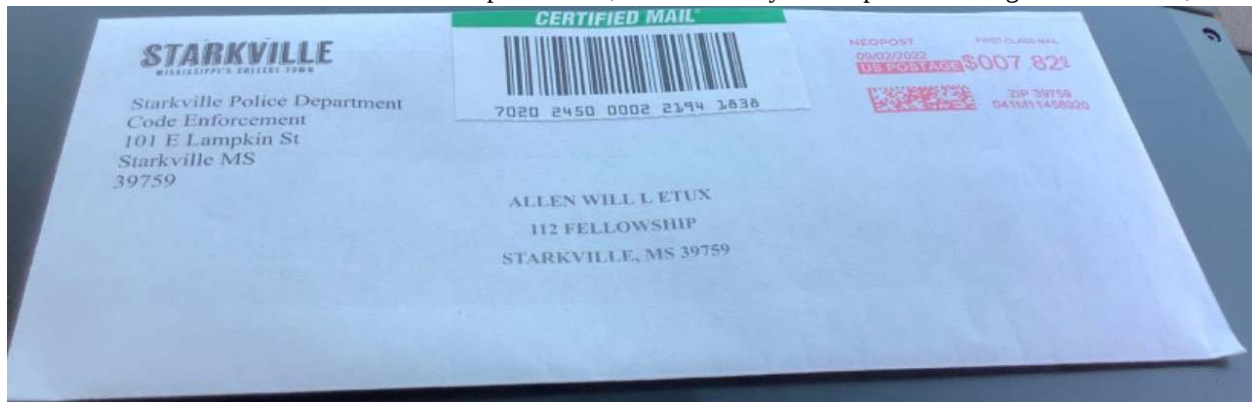
Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **Oct. 18th, 2022**, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property of parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

If, at such hearing, the City shall adjudicate the property or parcel of land to be a menace to the public health, safety, and welfare of the community, the City, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The City may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed \$1,500 or 50% of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property.

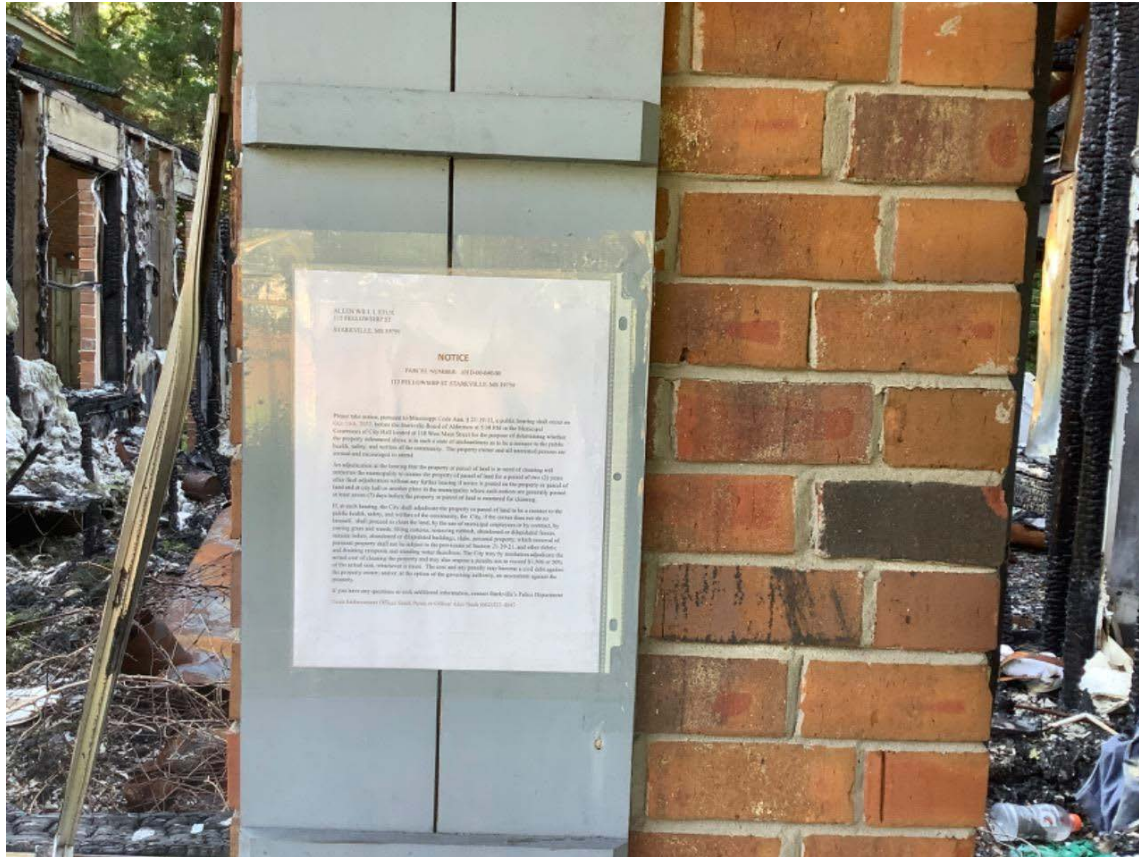
If you have any questions or seek additional information, contact Starkville's Police Department
Code Enforcement Officer Sarah Perez or Officer Alex Nash (662)323-4847

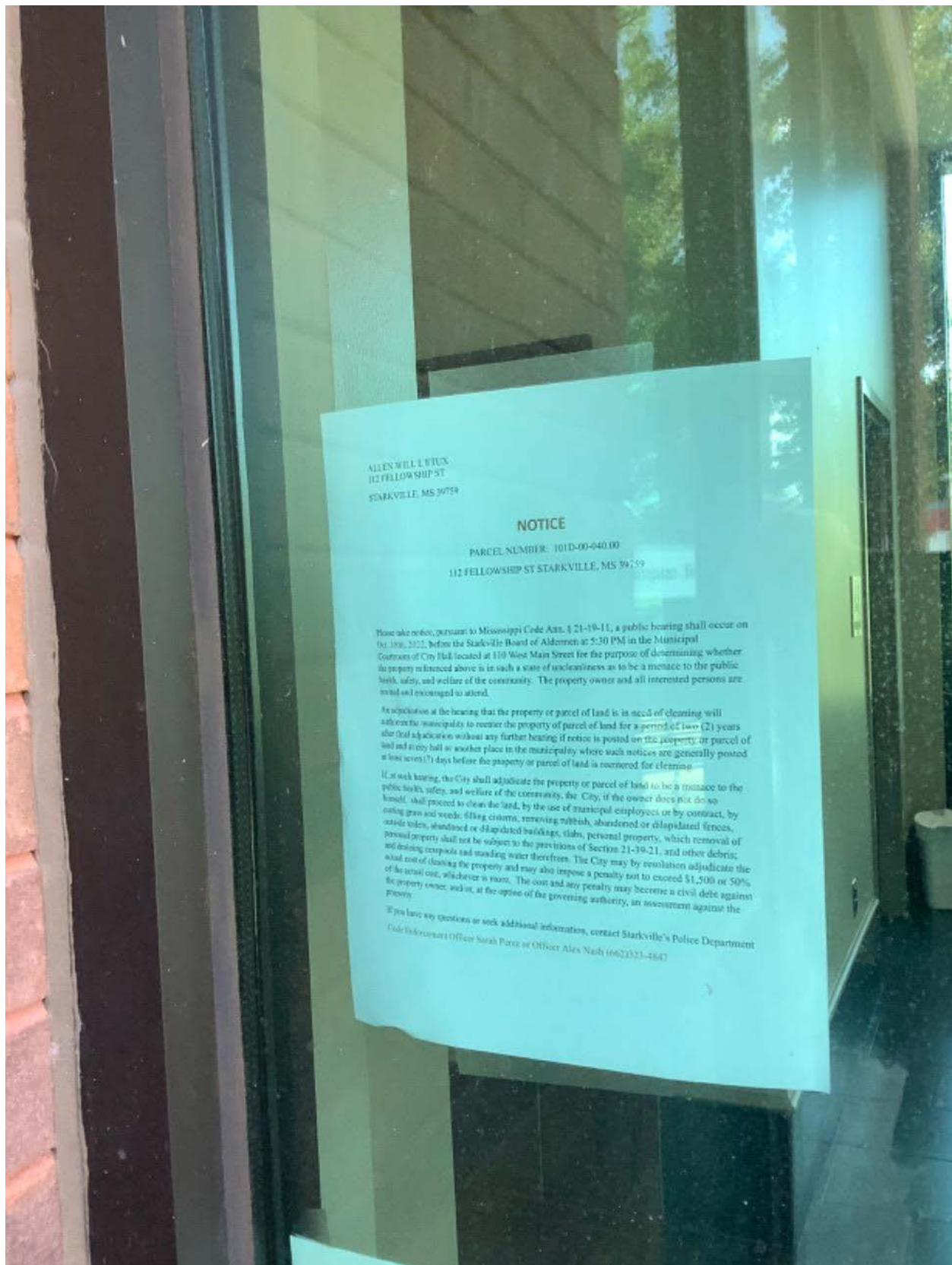
Certified mail sent to the homeowner on September 21, 2022 to notify of the public hearing on October 18, 2022



Photos taken on September 2nd, 2022 of the posting of public hearing notice on the property and at City Hall.

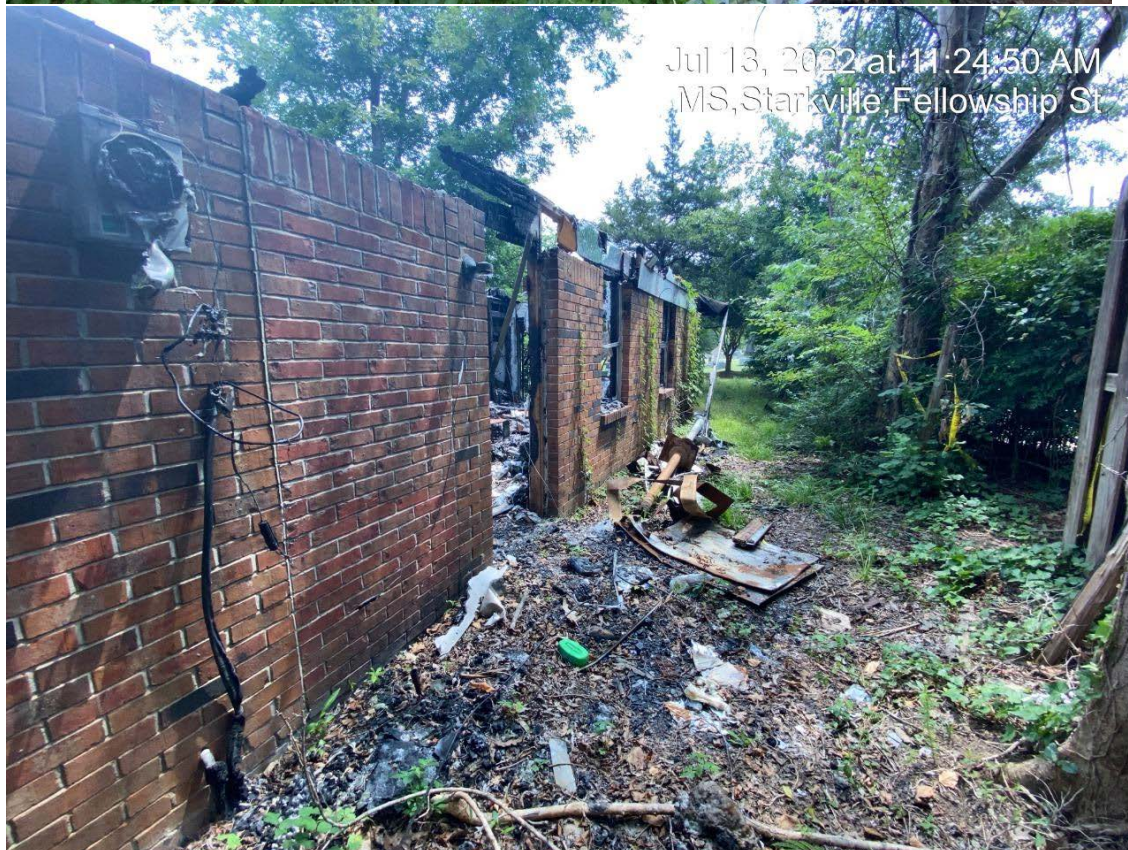




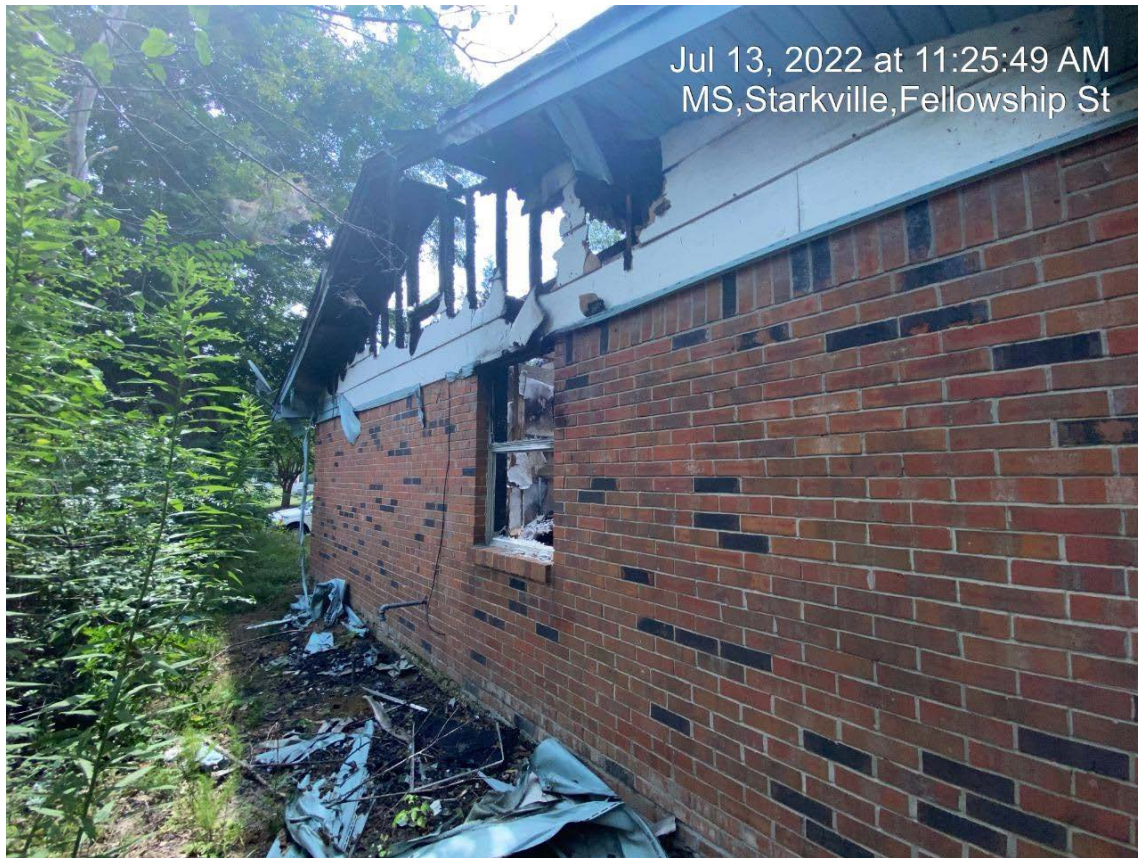




















Photos taken 10/03/2022 showing that no work has taken place to comply with the city codes.





36. CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURE LOCATED AT 112 FELLOWSHIP WITH PARCEL NUMBER 101D-00-040.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Alderman Vaughn, duly seconded by Alderman Carver, offered a motion to determine that the structure located at 112 Fellowship with parcel number 101D-00-040.00 is a menace to the public health, safety, and welfare of the community under Miss. Code Ann. § 21-19-11 based on the Board packet materials and presentation by the Code Enforcement Officer.

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.

37. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of September 30, 2022 for fiscal year ending 9/30/22, and as of October 10, 2022 for fiscal year ending 9/30/23, 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.

Fiscal Year 9/30/22:

General Fund	001	\$ 41,410.63
Sanitation	022	11,746.37
Modernization Use tax	120	1,035.00
Park Bond - 2020	380	23,600.03
Total Claims	Total	\$ 77,792.03

Fiscal Year 9/30/23:

General Fund	001	\$ 640,954.77
Restricted Fire Fund	003	40,954.00
Airport Fund	015	102,682.48
Sanitation	022	17,186.64
Industrial Park Bond	303	1,569.04
Park Bonds 2020	380	8,002.00
Stark / Hospital Road Expansion	700	540.80
Sub Total Before Utilities		\$ 811,889.73
Utilities Dept.	SED	360,646.10
Total Claims	Total	\$ 1,172,535.83

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

Upon the motion of Alderman Vaughn, duly seconded by Alderman Beatty, for the Board of Aldermen to adjourn the meeting until November 1, 2022 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

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

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

SIGNED AND SEALED THIS THE 15th DAY OF NOVEMBER, 2022.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK