

**MINUTES OF THE RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
January 17, 2023**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on January 17, 2023 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 Berk Huskison and City Clerk / CFO Lesa Hardin.

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

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

Alderman Sistrunk asked to add the Utilities Elevator agreement (Item XI. L. 1.) and a City Investment Policy (Item X. A.) to consent.

There being no objections or 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 Brooks, to approve the January 17, 2023 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, JANUARY 17, 2023
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET**

- I. CALL THE MEETING TO ORDER**
- II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE**
- III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS**
- IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES**

**CONSIDERATION OF THE MINUTES OF THE JANUARY 3, 2023 REGULAR MEETING OF THE
MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.**

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS**VII. PUBLIC APPEARANCE**

PRESENTATION AND PUBLIC HEARING OF THE SMART TRANSPORTATION PROGRAM BY JEREMIAH DUMAS AND RONNIE WHITE OF MISSISSIPPI STATE UNIVERSITY TRANSPORTATION DEPARTMENT.

VIII. PUBLIC HEARING

FIRST PUBLIC HEARING FOR AMENDING *SECTION 14- UTILITIES* OF THE MUNICIPAL CODE.

IX. MAYOR'S BUSINESS

THERE ARE NO ITEMS FOR THIS AGENDA

X. BOARD BUSINESS

A. DISCUSSION AND CONSIDERATION OF CITY RECYCLING PROGRAM.

B. CONSIDERATION OF APPROVING AN INVESTMENT POLICY FOR CITY FUNDS.

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. CONSIDERATION OF REAPPOINTING RICHARD HARKESS AND ROBERT BRZUSZEK TO THE LANDSCAPE ADVISORY BOARD TO 4-YEAR TERMS ENDING JANUARY 17, 2027.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING AND STREET

1. CONSIDERATION OF ACCEPTING THE LOW QUOTE OF \$136.84 PER WEEK FROM UNIFIRST CORPORATION TO PROVIDE UNIFORMS FOR STREET DEPARTMENT EMPLOYEES.

2. CONSIDERATION OF ACCEPTING THE BID FROM SGK LANDSCAPING, INC. IN THE AMOUNT OF \$57,726.10 FOR THE CORNERSTONE BOULEVARD ENTRANCE LANDSCAPING PROJECT AND AUTHORIZATION FOR THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT WITH THE LOW BIDDER.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JANUARY 9, 2023 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 DECEMBER 2022 FINANCIAL STATEMENTS.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION TO ALLOW JMCM CONSULTING TO WRITE AND DEVELOP FEMA GRANTS FOR THE SFD FOR FISCAL YEAR 24 WITH THE SFD TO PAY JMCM CONSULTING 5% OF THE FUNDED AMOUNT FOR PROJECT ADMINISTRATION IF THE GRANT IS APPROVED.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE CHAYNH HORNBURGER AS A FULL TIME DEPUTY COURT CLERK IN THE MUNICIPAL COURT DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE TYJOUR JONES AS A NON -CERTIFIED POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE CHRIS JOHNSON AS A PAYROLL/HUMAN RESOURCES ASSISTANT FOR THE HUMAN RESOURCES AND UTILITES DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE GARRETT MONROE AS AN ENGINEERING INTERN PART TIME IN THE STARKVILLE UTILITIES DEPARTMENT.
5. REQUEST AUTHORIZATION TO HIRE SAMUEL FISHER AS AN AIRCRAFT LINEMAN (FBO) FULL TIME IN THE STARKVILLE AIRPORT DEPARTMENT.
6. REQUEST AUTHORIZATION TO HIRE BLAKE SHIRLEY AS A GROUNDS MAINTENANCE WORKER FOR THE AIRPORT DEPARTMENT.
7. CONSIDERATION OF THE DISCIPLINE RECOMMENDED BY SANITATION DIRECTOR CHRIS SMILEY AS A RESULT OF I.A.#01042022 FOR A STARKVILLE SANITATION WORKER.

H. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL OF PURCHASE OF 30KW BACKUP GENERATOR FOR THE CITY HALL DATA CENTER FROM DOSS ELECTRIC, LLC FOR \$38,695.00, THE LOWER OF TWO QUOTES, TO BE PAID WITH MS DEPARTMENT OF HOMELAND SECURITY GRANT #A22HS347.

I. PARKS

1. REQUEST APPROVAL CHANGE ORDER # 3 FROM SOUTHERN ELECTRIC CORPORATIONS OF MS FOR THE REPAIR OF BROKEN PIPES AND WIRE AT CORNERSTONE IN THE AMOUNT OF \$15,040.00.
2. REQUEST APPROVAL OF PURCHASE OF 3 SECURITY CAMERAS FROM SECURITY SOLUTIONS FOR CORNERSTONE PARK FOR \$16,300.00, THE LOWER OF TWO QUOTES.
3. CONSIDERATION TO APPROVE THE PURCHASE OF VARIOUS CORNERSTONE SUPPLIES, FURNITURE AND SAFETY EQUIPMENT IN AN AMOUNT TO NOT EXCEED \$17,000.00.

J. POLICE DEPARTMENT**1. POLICE**

THERE ARE NO ITEMS FOR THIS AGENDA

2. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO APPROVE GOLD SERVICE AGREEMENT WITH TK ELEVATOR FOR THE MONTHLY RATE OF \$225.00.
2. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM GILLILAND'S TREE SERVICE IN THE AMOUNT OF \$7,850.00 FOR TREE REMOVAL IN EDGEWOOD.
3. REQUEST AUTHORIZATION TO APPROVE THE BEST QUOTE DUE TO DELIVERY TIME FROM IMPROVED CONSTRUCTION METHODS COMPANY FOR THE EMERGENCY PURCHASE OF A PUMP FOR UTILITIES FLUSH TRUCK IN THE AMOUNT OF \$7,534.60 AS PER MISSISSIPPI CODE SECTION 31-7-13(K) AND MISSISSIPPI CODE SECTION 31-7-1(F) AND THAT AN EMERGENCY EXISTS SUCH THAT THE DELAY IN DELIVERY AND REPAIRS WOULD BE DETRIMENTAL TO THE INTEREST OF THE GOVERNING AUTHORITY AND THE COMMUNITY.

XII. CLOSED DETERMINATION SESSION**XIII. OPEN SESSION****XIV. EXECUTIVE SESSION****XV. OPEN SESSION****XVI. ADJOURN UNTIL FEBRUARY 7, 2023 @ 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 – 22:**2. CONSIDERATION OF THE MINUTES OF THE JANUARY 3, 2023 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.**

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 17, 2023 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the January 3, 2023 meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF APPROVING AN INVESTMENT POLICY FOR CITY FUNDS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 17, 2023 Official Agenda, and to accept items for consent, whereby the “approval of an investment policy for City funds” is enumerated, this consent item is thereby approved.

**City of Starkville, Mississippi
Investment Policy**

1. PURPOSE

- 1.1. To provide investment policies and guidelines (the “Policy”) for the reasonable and prudent investment of the various funds of the City of Starkville, Mississippi (the “City”), in order to optimize investment earnings while protecting pooled cash of the City and other funds held by the City.
- 1.2. Funds will be invested in conformance with this Policy and all federal, state, and other legal requirements.
- 1.3. This Policy complies with the following, but not limited to, laws of the State of Mississippi (the “State”), particularly Section 21-33-323, Section 31-19-5, and Section 27-105-33(d), of the Mississippi Code of 1972, as amended (the “Mississippi Code”).
- 1.4. This Policy is not intended to replace any policies of the City regarding the City’s “municipal” depositories as defined in Section 27-105-33 of the Mississippi Code.

2. SCOPE

- 2.1. This Policy generally applies to all financial assets of the City which are included in the City’s annual Audited Financial Statements (AFS). Funds to be considered for investment include, but are not limited to, general fund, enterprise funds, special revenue funds, capital project funds, and debt service funds.
- 2.2. Proceeds of bond issues of the City may be included but are further restricted by the applicable bond indenture, agreements with fiscal agents (if any), and subject to arbitrage yield restrictions pursuant to the Internal Revenue Code of 1986, as amended (the “Code”).
- 2.3. Investment income will be allocated to the various funds based on their respective participation.

3. OBJECTIVES

- 3.1. The primary objectives of the Policy are, in priority order, safety, liquidity, and yield.
- 3.2. The foremost objective of the investment program is preserving and protecting principal. Investments will be limited to authorized investment types.
- 3.3. The City’s investments shall remain sufficiently liquid to meet all operating requirements as may be reasonably anticipated.
- 3.4. The City’s investments shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles while complying with the Mississippi Code, the Code, and other federal, state, and other legal requirements. Return on investment is of secondary importance compared to the safety and liquidity objectives described above.

4. DELEGATION OF AUTHORITY

- 4.1. By adopting this Policy, the Board of Aldermen (the “Governing Body”) annually delegate investment authority to the Mayor, the City Clerk, CFO, the Director of Finance, the Chair of the Audit and Budget Committee of the Governing Body, along with all other financial officers in those respective offices.

- 4.2. No person listed above or otherwise may engage in an investment transaction except as provided under the terms of this Policy.
- 4.3. City staff acting in accordance with this Policy shall be relieved of personal responsibility for a security's credit risk or market price changes. City staff shall ensure that deviations from expectations are reported timely and that appropriate actions are taken to control adverse developments.

5. CITY AUTHORIZED INVESTMENTS

- 5.1. All investments shall be made in accordance with the Mississippi Code, the Code, and other federal, state, and other legal requirements.
- 5.2. Authorized investments are:
 - Debt obligations of the U.S. Treasury;
 - Government Money Market Funds; and
 - Interest-bearing deposit accounts.
- 5.3. Any investment not identified above shall require approval by the Governing Body.
- 5.4. Investment maturities are limited to five years unless approved by the Governing Body.
- 5.5. This Policy recognizes that, competitive offers may not always be applicable or practical. Competitive quotes are not required for U. S. Treasury instruments or money market accounts that invest solely in debt instruments of the U.S. Treasury.

6. POLICY REVIEW AND ADOPTION

- 6.1. This Policy should be reviewed at least annually by the Mayor, the City Clerk, CFO, the Director of Finance, the Chair of the Audit and Budget Committee of the Governing Body, and other financial officers in those offices, in consultation with any professional guidance prudent and necessary, to ensure consistency with the City's overall objectives and compliance with the Mississippi Code, the Code, and other federal, state, and other legal requirements.
- 6.2. This Policy, whether or not modifications are necessary, should be considered and adopted at a public meeting no less frequently than the beginning of each new term of the Governing Body.

4. CONSIDERATION OF REAPPOINTING RICHARD HARKESS AND ROBERT BRZUSZEK TO THE LANDSCAPE ADVISORY BOARD TO 4-YEAR TERMS ENDING JANUARY 17, 2027.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 17, 2023 Official Agenda, and to accept items for consent, whereby the "approval of reappointing Richard Harkess and Robert Brzuszek to the Landscape Advisory Board for appointments to 4-year terms ending January 17, 2027" is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF ACCEPTING THE LOW QUOTE OF \$136.84 PER WEEK FROM UNIFIRST CORPORATION TO PROVIDE UNIFORMS FOR STREET DEPARTMENT EMPLOYEES.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 17, 2023 Official Agenda, and to accept items for consent, whereby the "approval of accepting the low quote of \$136.84 per week from UniFirst Corporation to provide uniforms for Street Department employees" is enumerated, this consent item is thereby approved.

Two quotes received: UniFirst Corporation: \$136.84 / week and Cintas \$154.17 / week



City of Starkville

Minute Book 71

January 17, 2023, 223
NEW ACCOUNT ☒ EXISTING ACCOUNT ☐INSTALLATION DATE _____
MM/ DD/ YYYY

CUSTOMER SERVICE AGREEMENT

LOC. NO. _____

COMPANY NAME (Customer) City of Starkville, Street DepartmentADDRESS 506 Dr. D. L. Connor Drive
Starkville, MS 39759

ROUTE NO. _____

DATE 01-10-2023

PHONE _____ SIC/NAICS _____

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

MERCHANDISE SERVICED								
ITEM DESCRIPTION	LOST/ DAMAGED REPLACEMENT CHARGE	SERVICE FREQUENCY	NO. OF PERSONS/ ISSUE PER PERSON	TOTAL NO. OF CHANGES/ PIECES	PRICE PER CHANGE/ PIECE	STANDARD/ NON-STANDARD ¹	TOTAL FULL SERVICE	TOTAL VAL-U-LEASE ²
10HD-Relaxed Fit Jean	\$33.48				\$0.28			
06MH-Mimix Hi Vis Shirt S/S	\$87.91				\$0.75			
04MF-Snag Proof Polo	\$22.08				\$0.23			
Minimum weekly charge applies, equal to 75% of the initial weekly install value.								

OTHER CHARGES	AMOUNT
Garment preparation per piece	\$1.25
Name emblem per piece	\$1.50
Company emblem per piece	\$2.50
Direct Embroidery: Wearer name per piece	\$2.50
Company name per piece	\$3.50

OTHER CHARGES	AMOUNT
Non-stock sizes per piece	
Special cuts per piece	
Restock/Exchange per piece	
Automatic Wiper Replacement	
Automatic Linen Replacement	
DEFE (See description on reverse side)	\$10.00

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

COMMENTS
Garment Protection Plan @ \$0.10 per garment

Approved charge: CUSTOMER agrees to make payments within 45 days of invoice receipt. A late charge of 1½% per month (18% per year) for any amount in arrears may be applied.⁴SALES REP: Anne Colbert Barrett 01/10/2023
SALES REP (Print Name) DATEACCEPTED⁵: _____
LOCATION MANAGER (Signature) DATE

LOCATION MANAGER (Print Name and Title)

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

ACCEPTED: _____
CUSTOMER (Signature) DATECody A. Burnett, City Engineer
CUSTOMER (Print Name and Title)EMAIL c.burnett@cityofstarkville.org¹ Out-sizes of otherwise Standard Merchandise are deemed to be Non-Standard Merchandise.² Merchandise which is Val-U-Leased is not cleaned by UniFirst.³ Charge status contingent upon continuing credit worthiness and may be revoked at UniFirst's discretion.⁴ All returned checks and declined credit/debit cards subject to \$35 processing fee.⁵ This Agreement is effective only upon acceptance by UniFirst Location Manager.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Proposal

UniFirst Corporation

700 Dogwood Stand Road
Booneville, MS 38829
662-808-1768

VIP Proposal for:

Starkville Street Dept

Total Cost Overview

Date: 01/04/23

★	Invoice		\$116.44
#	Uniform Rental Item Description	Quantity	Total Cost
1			
2			
3	10HD- Relaxed Fit Jeans (.28)	102	\$28.56
4	06MH-Mimix High Vis Shirt w/ Panel (.75)	102	\$76.50
5	04MF- Snag Proof Polo (.23)	6	\$1.38
6			
7	Optional		
8	Garment Protection Plan 204 @ .10= \$20.40)		
9	DEFE (SERVICE CHARGE)		\$10.00
#	Facilty Services Item Descriptions	Quantity	Total Cost
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

\$136.84

* with garment
protection plan

**Pricing valid for 30 days from date listed. Our calculated cost is a good faith estimate and may vary if any products have been overlooked or quantities miscounted. Please allow a 5% +/- variance in your review.

*Price does not include sales tax.

Sales Representative:

AC Barret

662-418-2295

anne_barret@unifirst.com

6. CONSIDERATION OF APPROVAL OF ACCEPTING THE BID FROM SGK LANDSCAPING, INC. IN THE AMOUNT OF \$57,726.10 FOR THE CORNERSTONE BOULEVARD ENTRANCE LANDSCAPING PROJECT AND AUTHORIZATION FOR THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT WITH THE LOW BIDDER.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 17, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the low bid from SGK Landscaping, Inc. in the amount of \$57,726.10 for the Cornerstone Boulevard Entrance Landscaping project and authorization for the Mayor to execute a construction contract with the low bidder” is enumerated, this consent item is thereby approved.

Bids received January 5, 2023: Ambiance Landscape, LLC – \$105,690.23
Evergreen Landscape & Management, LLC – \$71,242.00
Gulf Breeze Landscaping, LLC – \$108,500.00
SGK Landscaping, Inc. – \$57,726.10
Stewart Environmental Construction, Inc. – \$95,750.00

7. ACCEPTANCE OF DECEMBER 2022 FINANCIAL STATEMENTS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 17, 2023 Official Agenda, and to accept items for consent, whereby the “acceptance of the December 2022 financial statements” is enumerated, this consent item is thereby approved.

8. CONSIDERATION TO ALLOW JMCM CONSULTING TO WRITE AND DEVELOP FEMA GRANTS FOR THE SFD FOR FISCAL YEAR 24 WITH THE SFD TO PAY JMCM CONSULTING 5% OF THE FUNDED AMOUNT FOR PROJECT ADMINISTRATION IF THE GRANT IS APPROVED.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 17, 2023 Official Agenda, and to accept items for consent, whereby the “approval to allow JMCM Consulting to write and develop FEMA grants for the SFD for fiscal year 2024 with the SFD to pay JMCM Consulting 5% of the funded amount for project administration if the grant is approved” is enumerated, this consent item is thereby approved.

9. CONSIDERATION TO HIRE CHAYNH HORNBURGER AS A FULL TIME DEPUTY COURT CLERK IN THE MUNICIPAL COURT DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 17, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Chaynh Hornburger as a Deputy Court Clerk” is enumerated, this consent item is thereby approved.

10. CONSIDERATION TO HIRE TYJOUR JONES AS A NON-CERTIFIED POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 17, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Tyjour Jones as a Non -Certified Police Officer” is enumerated, this consent item is thereby approved.

11. CONSIDERATION TO HIRE CHRIS JOHNSON AS A PAYROLL/HUMAN RESOURCES ASSISTANT FOR THE HUMAN RESOURCES AND UTILITIES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 17, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Chris Johnson as a Payroll/Human Resources Assistant for the Human Resources and Utilities Department” is enumerated, this consent item is thereby approved.

12. CONSIDERATION TO HIRE GARRETT MONROE AS AN ENGINEERING INTERN PART TIME IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 17, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Garrett Monroe as an Engineering Intern in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

13. CONSIDERATION TO HIRE SAMUEL FISHER AS AN AIRCRAFT LINEMAN (FBO) FULL TIME IN THE STARKVILLE AIRPORT DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 17, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Samuel Fisher full time as an Aircraft Lineman (FBO)” is enumerated, this consent item is thereby approved.

14. CONSIDERATION TO HIRE BLAKE SHIRLEY AS A GROUNDS MAINTENANCE WORKER FOR THE AIRPORT DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 17, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Blake Shirley as an Airport Grounds Maintenance Worker” is enumerated, this consent item is thereby approved.

15. CONSIDERATION OF THE DISCIPLINE RECOMMENDED BY SANITATION DIRECTOR CHRIS SMILEY AS A RESULT OF I.A.#01042022 FOR A STARKVILLE SANITATION WORKER.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 17, 2023 Official Agenda, and to accept items for consent, whereby the “approval the discipline recommended by Sanitation Director Chris Smiley as a result of I.A.#01042022 for a Starkville Sanitation Worker” is enumerated, this consent item is thereby approved.

16. APPROVAL OF PURCHASE OF 30KW BACKUP GENERATOR FOR THE CITY HALL DATA CENTER FROM DOSS ELECTRIC, LLC FOR \$38,695.00, THE LOWER OF TWO QUOTES, TO BE PAID WITH MS DEPARTMENT OF HOMELAND SECURITY GRANT #A22HS347.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 17, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the purchase of a 30Kw backup generator for the City Hall data center from Doss Electric, LLC for \$38,695.00, the lower of two quotes” is enumerated, this consent item is thereby approved.

Two quotes received: Doss Electric - \$38,695.00 and Taylor Power - \$58,000.00

17. APPROVAL OF CHANGE ORDER # 3 FROM SOUTHERN ELECTRIC CORPORATIONS OF MS FOR THE REPAIR OF BROKEN PIPES AND WIRE AT CORNERSTONE IN THE AMOUNT OF \$15,040.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 17, 2023 Official Agenda, and to accept items for consent, whereby the “approval of Change Order # 3 from Southern Electric Corporations of MS for the repair of broken pipes and wire at Cornerstone in the amount of \$15,040.00” is enumerated, this consent item is thereby approved.

CONTRACT FOR:	Cornerstone Park Lighting Installation	CHANGE ORDER NO. 3	
OWNER:	City of Starkville	DATE: 12/12/2022	
CONTRACTOR:	Southern Electric Corporation of MS		
You are hereby requested to comply with the following changes from the contract plans and specifications:			
ITEM NO.	DESCRIPTION OF CHANGES	DECREASE IN CONTRACT AMOUNT	INCREASE IN CONTRACT AMOUNT
1	Repair of broken pipes and wire at 'A' Fields		\$4,940.00
2	Repair of broken pipes and wire at 'B' Fields		\$4,940.00
3	Repair of broken pipes and wire at T-Ball Fields		\$5,160.00
TOTALS		\$0.00	\$15,040.00
		OVERALL TOTAL	\$15,040.00
JUSTIFICATION: Repairs from different phases of construction			
The amount of the Original Contract was:		\$1,809,397.14	
Change Order #1 increased the contract amount by:		\$368,460.00	
Change Order #2 increased the contract amount by:		\$39,734.00	
Change Order #3 increased the contract amount by:		\$1,040.00	
The Contract Total including this change order will be:		\$2,217,591.14	
The Original Contract Completion Date was:		November 30, 2021	
Change Order 1 increased the Contract Completion Date by the following # of days:		"42"	
The new Contract Completion Date will be:		December 1, 2022	
This document will become supplement to the signed contract agreement and all provisions will apply hereto.			
Requested	 Phase Manager David D' Aquilla	12.12.22 Date	
Recommended	 Project Manager - Sam Henry	12.12.22 Date	
Accepted	 Contractor - Southern Electric Corporation of MS	12/12/22 Date	
Approved	 City of Starkville Mayor Lynne Pruill	1.17.23 Date	

18. APPROVAL TO PURCHASE OF 3 SECURITY CAMERAS FOR CORNERSTONE PARK FOR \$16,300.00, THE LOWER OF TWO QUOTES, FROM SECURITY SOLUTIONS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 17, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the purchase of 3 security cameras for Cornerstone Park for \$16,300, the lower of two quotes” is enumerated, this consent item is thereby approved.

Two quotes received: Security Solutions - \$7,318.75 and Active Solutions - \$16,300.16

19. APPROVAL TO PURCHASE VARIOUS CORNERSTONE SUPPLIES, FURNITURE AND SAFETY EQUIPMENT IN AN AMOUNT TO NOT EXCEED \$17,000.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 17, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the purchase various Cornerstone Supplies, Furniture and Safety equipment in an amount to not exceed \$17,000.00” is enumerated, this consent item is thereby approved.

Items:**Cash Control Items: \$ 8110**

- (1) Nadex Coin Counter \$210
- (1) Carnation CR1500 \$2000
- (1) Barska Two Lock Safe \$1400
- (3) Clove Systems \$ 3900
- (1) Clover Handheld \$600

Office Operations: \$3400

- MISC Signage office supplies (attached) \$700
- (3) VIOP Phones \$375
- (6) Monitors \$ 600
- (1) Printers \$900
- (2) Storage Cabinets \$825

Sports Tournament Equipment: \$459

- (6) Walkie Talkies \$375
- (6) Earpieces \$84

First Aid Supplies: \$3400

- (2) AED Kits \$3100
- (3) First Aid Kits \$300

20. APPROVAL TO APPROVE GOLD SERVICE AGREEMENT WITH TK ELEVATOR FOR THE MONTHLY RATE OF \$225.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 17, 2023 Official Agenda, and to accept items for consent, whereby the “approval of Gold Service Agreement with TK Elevator for the monthly rate of \$225.00” is enumerated, this consent item is thereby approved.

Gold Service Agreement



STARKVILLE UTILITIES

December 29, 2022

Purchaser: Starkville Utilities
Address: 600 Russell Street
Starkville, MS 39759-4412

Location: STARKVILLE UTILITIES
Address: 600 Russell Street
Starkville, MS 39759-4412

TK Elevator Corporation ("TK Elevator Corporation," "TK Elevator," "we," "us," and "our"), agrees with Purchaser ("Purchaser," "you," and "your"), to maintain the equipment described below in accordance with the terms and conditions of this agreement ("the Agreement") with the goal of maximizing its performance, safety, and life span. TK Elevator and Purchaser may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

This Agreement covers the units described in the table below (individually a "Unit" or collectively the "Units").

Equipment Type	Nickname	OEM Serial #	Stops	Controller Manufacturer	MAX Eligible
Hydro MRL		20289655	2	Kone	Yes

Scope of Work

Service Visits

TK Elevator will visit the Units described above to examine, maintain, adjust and lubricate the equipment covered by this Agreement as necessary to promote the proper operation of those Units and will repair or replace any covered components if the repair or replacement is, in TK Elevator's sole opinion, necessitated by normal wear and tear or is not otherwise excluded by this Agreement ("Service Visits"). These Service Visits will be performed Monday to Friday, 8:00 AM to 4:30 PM except during scheduled holidays ("Regular Time"). All work performed before or after Regular Time shall be considered overtime ("Overtime").

TK Elevator will examine covered parts and components of the Unit(s) including:

- Control and landing positioning systems
- Signal fixtures
- Machines, Drives, Power units, pumps, valves, and above-ground jacks
- Car and hoistway door operating devices and door protection equipment
- Loadweighers
- Wire Ropes
- Safety mechanisms

In order to ensure optimum operation, TK Elevator will also:

- Lubricate covered parts and components for smooth and efficient performance
- Adjust covered parts and components to promote safe operation

Service Visits Include TK Elevator's Maintenance Control Program

TK Elevator performs all work covered by this Agreement in accordance with the version of ASME A17.1 that is, according to the relevant authority having jurisdiction, applicable to the Unit(s) at the time the Agreement is first fully executed by both Parties. Section 8.6 of that code currently requires Unit owners to have a Maintenance Control Program ("MCP"). TK Elevator's MCP meets or exceeds section 8.6 of that code. Our MCP incorporates TK Elevator's Basic Elevator and Escalator Procedures Manual listing the processes we follow when performing those maintenance, repair, replacement and testing services that are specifically described as included in this Agreement. Our MCP also includes TK Elevator's Maintenance Tasks & Records documentation to record the performance of those tasks. This

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Agreement does not include any work mandated as a consequence of changes to that code after this Agreement is executed.

Service Requests

This Agreement also includes the dispatch of our technician to address minor adjustments to, and the release of any entrapped passengers from, a Unit during Regular Time ("Service Requests"). Service Requests may be made from one or more of the following: you or your representative, the building or building's representative, emergency personnel, and/or passengers through the Unit's communication device and/or from any applicable remote monitoring device attached to the Unit if monitored by TK Elevator.

We will respond to Service Requests during Regular Time, as defined above, at no additional charge.

Overtime Service Requests are those Service Requests performed in whole or in part before or after Regular Time ("Overtime Service Requests"). On all Overtime Service Requests, you will be responsible for all labor costs including travel time, travel expenses, and time spent on the job. Such costs will be invoiced at our standard Overtime billing rates.

Testing

Equipment Testing

This agreement includes only the following tests:

- those annual and five (5) year safety tests for your hydraulic Units covered by this Agreement

Should your Unit(s) require any additional type of equipment testing as required by any applicable law and/or code, we will provide you with a separate written estimate that includes the cost of any associated labor and/or material(s).

Should your Unit(s) require any safety tests as mandated by any applicable law and/or code on the commencement date of this Agreement, TK Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on applicable traction elevators, or the hydraulic system on applicable hydraulic elevators under the terms of this Agreement until the test has been completed and the Unit has passed. Should the respective Unit fail any of those tests, it shall be solely your responsibility to make necessary repairs and place the Units in a condition that we deem acceptable for further coverage under the terms of this Agreement. Because the performance of any safety test places the Unit under extreme conditions that are outside of the Unit's normal operating parameters, you agree that TK Elevator shall not be liable for any damage to the building structure or the Unit(s) resulting from the performance of any safety tests we perform at any time under this Agreement.

Should your jurisdiction require the presence of either the applicable authority having jurisdiction or a third party witness at the time of testing, you agree to pay for any costs of that individual along with any inspection/coordination fees.

Firefighters' Service Testing

Should your Unit(s) be equipped with a phase I and phase II firefighters' service feature, all testing, record-keeping and record storage obligations associated with that feature that are required by any applicable law or code are expressly excluded from this Agreement and shall remain solely your responsibility to satisfy. The first time that your testing of that feature following the full execution of this Agreement reveals that it is not operating properly, you shall immediately remove the Unit from operation, immediately notify TK Elevator of the condition, and agree to remain responsible for all costs associated with any repairs necessary to return that feature to full and proper operation in accordance with any applicable law or code.

Exclusions

Service Visits, Service Requests, and Overtime Service Requests do not include: the removal or retrieval of items unrelated to the operation of the Unit(s) from the pit, machine room, or hoistway; the dispatching of any technician that results in the discovery by that technician that the Unit is either functioning on independent service or firefighters' service or that the Unit is operating properly but the stop button or stop function has been engaged by

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others; any request or obligation to address any condition associated with a part or component specifically excluded or not covered elsewhere in this Agreement; and/or any request or obligation to service, repair, replace any components or address any condition caused in whole or in part by any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; dust or debris; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; oxidization, rust, or other conditions caused in whole or in part by the environment in which the affected component is located; fire, smoke, explosions, water, storms, wind, and/or lightning; any acts of God; acts of civil or military authorities, strikes, lockouts, other labor disputes, riot, civil commotion, war, malicious mischief, or theft; or any other reason or cause beyond our control that affects the use or operation of the Unit ("Billable Work"). On all Billable Work you will be solely responsible for the cost of all parts or materials along with all labor invoiced at TK Elevator's standard billing rates (whether Regular Time or Overtime depending on when the Billable Work is performed) including travel time (calculated roundtrip from the dispatching location to the Unit location and return), travel expenses, and time spent on the job.

In addition to the Billable Work described above, we also do not cover (A) the examination, maintenance, adjustment, refinishing, repair or replacement of the following components and/or systems: any cosmetic, construction, or ancillary components of the elevator or escalator system, including the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, swing door hinges and closing devices, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, balustrades, and wellway enclosures; any electrical components including main line power switches, breaker(s) or feeders to controller; sealed machine bearings; any below-ground or partially unexposed components of any hydraulic elevator system including, but not limited to, jack/cylinder, piston, PVC and/or other protective material of any type or kind; any below-ground or partially unexposed piping of any type or kind; any signage of any type or kind including but not limited to, signs, placards, and/or braille; any fire-suppression or fire-detection equipment of any type or kind including, but not limited to, smoke detectors, fire sensors, and/or sprinklers and associated piping; any communication, security, entertainment, and/or advertising devices including, but not limited to, kiosks or touchscreen displays and/or card readers; any batteries for emergency lighting and emergency lowering; or any environmental control devices including, but not limited to, air conditioners, heaters, ventilation fans, humidifiers, de-humidifiers, and/or pit or sump pumps; or (B) the repair, refurbishing, rebuilding, and/or replacement of any motor generators; or (C) the replacement or alignment of elevator guide rails; or (D) any other items or tasks specifically excluded elsewhere in this Agreement.

With the passage of time, equipment technology and designs will change. If (1) any part or component of your equipment covered under this Agreement cannot, in TK Elevator's sole opinion, be safely repaired and (2) a brand new direct replacement is no longer in stock and readily available from the Original Equipment Manufacturer ("OEM"), that part or component shall be considered obsolete, regardless of whether it can be custom-made, fabricated or acquired at any price or whether or not a refurbished or reconditioned version is available from anyone. You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment associated with that Unit is functionally compatible with that replacement part or component.

In addition, we will not be required to make any changes or recommendations in the existing design or function of the Unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party.

Should Purchaser elect to modernize any Unit described in this Agreement during the original or any renewal term of this Agreement, Purchaser agrees to provide TK Elevator with the modernization proposals prepared by any other vendor and at least fourteen (14) calendars days thereafter to both evaluate such proposals and, at TK Elevator's sole option, make its own proposal to Purchaser. Should Purchaser thereafter elect to accept the proposal of another vendor, the Parties agree that the current term of this Agreement applicable to the Units that are the subject of such modernization shall be frozen until the modernization work is complete and TK Elevator has inspected such work and deemed the modernized Unit acceptable for service under the terms of this Agreement. In the event such Unit is not, in TK Elevator's sole opinion, acceptable for service under the terms of this Agreement, TKE will submit a written proposal to Purchaser to address the items in question at an additional cost. Should Purchaser decline that proposal,

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TKE retains the right to remove the Unit from the Agreement and adjust the price accordingly or cancel the Agreement if the proposal affects all Units that are the subject of the Agreement.

Digital Customer Experience

MAX - Digital Maintenance

MAX is a cloud-based Internet of Things ("IOT") platform that we, at our election, may connect to your Unit(s) by installing a remote-monitoring device (a "Device"). Purchaser consents and authorizes TK Elevator to (1) access Purchaser's premises to install a Device to the Unit(s) and thereafter maintain and/or repair the Device(s) and (2) to collect, store, maintain, own, use, delete, and/or destroy any or all of the data generated by the Device(s). Any Device, once installed, is not intended, nor should it be considered, as a fixture. Instead, TK Elevator shall retain the right to remove the Device from any Unit(s) and/or cease any data collection and/or analysis at any time at its sole discretion. Moreover, TK Elevator shall retain the exclusive right and ability to, at its sole discretion, remove, delete and/or destroy all associated data generated from the Device(s). Because the Device contains trade secrets belonging to TK Elevator and is being installed for the sole use and benefit of our personnel, Purchaser agrees not to permit Purchaser's own personnel or any third parties to use, access, tamper with, relocate, copy, alter, destroy, disassemble or reverse engineer the Device or its data. The installation of any Device on a Unit shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the Device and/or any software contained or embedded therein or that it utilizes/utilized in connection with the collection, monitoring and/or analysis of data.

With a MAX device connected to your equipment, at no additional charge, information obtained via machine learning may be sent to our technicians to promote early diagnosis, faster fixes and reduced downtime.

Customer Web Portal and Mobile App

TK Elevator provides a web-based customer portal (the "CP") and mobile application (the "App") which, following the effective date of this Agreement, may contain certain maintenance and service call data associated with the Unit(s). To the extent applicable, TK Elevator will provide Purchaser with a user name and password to access the CP and App platforms. Purchaser shall, at its sole cost, provide and ensure the functioning integrity of its own hardware, software and internet connection necessary to access the CP and App. To the extent applicable, TK Elevator reserves the right to restrict Purchaser's access to the CP and App if any of Purchaser's accounts with TK Elevator has an outstanding unpaid balance greater than 30 days or in the event of anticipated or pending litigation of any kind. TK Elevator reserves the right to discontinue the CP and App altogether at its sole discretion and without notice to Purchaser and Purchaser expressly agrees to release TK Elevator from any and all claims of any type or kind arising out of or related to that discontinuation.

TK Elevator Communications

You may supplement this Agreement with an additional suite of services through our TK Elevator Communications call center at an additional fee contingent upon your agreement to all of the terms and conditions as set forth in the attached exhibit entitled "TK Elevator Communications Services." These additional available services involve the provision of 24/7/365 monitoring of your Units' code-compliant and compatible emergency telephone and in-cab video and text communication equipment (the "Communication Equipment"), the dispatch of a TK Elevator technician or emergency personnel under certain circumstances, the provision of a cellular connection for that Communication Equipment, and limited repair/replacement coverage for that Communication Equipment which is otherwise excluded from this Agreement.

Contract Term, Price, Available Discounts & Payment

Term

This Agreement is effective for 36 months starting on the date it is fully executed by both Parties including an authorized manager of TK Elevator and is non-cancellable. To ensure continuous service, this Agreement will be automatically renewed for successive 36-month periods unless either Party timely serves written notice on the other Party of its intention to cancel at least 90-Days but not more than 120 days before the end of the initial 36-month period or at least 90-Days before the end of any subsequent 36-month renewal period. Notice shall be sent by

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certified mail, return receipt requested to the TK Elevator office address found in this Agreement. Time is of the essence.

Price

The price for the services as stated in this Agreement shall be \$225.00 per month, excluding taxes, payable quarterly in advance. The billed amount may vary based on discounts as accepted by Purchaser's initials below and adjustments referenced in this Agreement that are applied throughout the life of the Agreement.

Available Discounts

Payment Plan				Contract Term			
Billing Frequency	Discount %	Monthly Discount \$	Initial to Select	Extended Term (Years)	Discount %	Monthly Discount \$	Initial to Select
Annual	4%	\$9		Seven (7)	2%	\$4.5	
Semi Annual	2%	\$4.5		Ten (10)	4%	\$9	
Quarterly	No Change	\$0	Current Selection	Fifteen (15)	8%	\$18	

We reserve the right to increase all charges under this Agreement not to exceed a total of 7.50% annually.

Payment

Payments are due upon receipt of each of your TK Elevator invoices. If you do not timely pay any sum due to TK Elevator related to your Units described in this Agreement, regardless of whether it is billed pursuant to this Agreement or any other agreement with us, within the stipulated payment term calculated from the billing date, we may also choose to do one or more of the following:

- deem that you have permanently forfeited any discounts you may be entitled to associated with your payment plan/billing frequency for this Agreement, and/or
- suspend all services until all amounts due have been paid in full, and/or
- declare all sums for the unexpired term of this Agreement due immediately as liquidated damages and terminate our obligations under this Agreement

A service charge of the highest rate allowed by law shall apply to all overdue accounts you have with TK Elevator that are in any way related to any of the Unit(s) described in this Agreement. If TK Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the Units) or losses of any other type or kind that is in any way related to TK Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to TK Elevator for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence.

TK Elevator reserves the right to assign payments owed to TK Elevator under this Agreement. If for any reason this Agreement is terminated prior to the end of the current term, a condition of such termination shall be that you agree to pay us the full amount of the any discount you received during the initial and any subsequent term. This is in addition to and not in lieu of any other rights or remedies we may have under this Agreement and the law.

Purchaser's Responsibilities

You agree to instruct or warn passengers in the proper use of the Unit(s) and to keep them under continued surveillance by competent personnel to detect irregularities between our examinations. You agree to immediately report any condition that may indicate the need for correction before the next regular examination. You agree to immediately shut down the Unit(s) upon manifestation of any irregularities in either the operation or the appearance of the Unit(s), to immediately notify us, and to keep the Unit(s) shut down until the completion of any repairs. Under those circumstances you agree not to re-set the mainline disconnect. In the event of a Service Request where our technician finds that the mainline disconnect has been reset, you agree that you will be responsible for all labor costs associated with that Service Request invoiced at TK Elevator's standard billing rates (whether Regular Time or Overtime depending on when we respond to that Service Request) including travel time (calculated roundtrip from the dispatching location to the Unit location and return), travel expenses, and time spent on the job. You agree to give us

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immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the Unit(s). You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F. You agree to provide properly maintained and functioning mainline disconnect(s). You agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you are responsible for the cost associated with the removal and the proper handling of such liquids. You agree that if TK Elevator's inspection of a Unit serviced under this Agreement reveals an operational problem which, in TK Elevator's sole judgment, jeopardizes the safety of the riding public, TK Elevator may shut down the Unit until such time as the operational problem is resolved. In that event, TK Elevator will immediately advise you in writing of such action, the reason for such action, and whether any proposed solution is covered by the terms of this Agreement.

TK Elevator assumes no responsibility for any part of the Unit(s) except that upon which work has been performed under this Agreement. No work, service, examination or liability on the part of TK Elevator other than that specifically mentioned herein is included or intended. It is agreed that TK Elevator does not assume possession or control of any part of the Unit(s) and that such remains Purchaser's exclusively as owner, lessor, lessee, possessor, or manager thereof.

We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. For safety reasons, you agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the Unit(s) during the term of this Agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this Agreement.

Upon the commencement of this Agreement and as a condition of TK Elevator's performance of its obligations, Purchaser shall provide any wiring diagrams, manuals, special tools, monitoring devices, software, hardware or any other items designed to work with, diagnose, service, or repair the Unit(s) (1) as originally supplied by the OEM with the installation or (2) solely available to Purchaser from the OEM.

Some equipment covered by this Agreement may be encoded with serialized onboard diagnostics or other closely held diagnostic intelligence. In the event that the cause of a shutdown or other equipment issue cannot be diagnosed and/or resolved without enlisting the OEM's assistance, Purchaser agrees to obtain the assistance of the OEM and TK Elevator agrees to reimburse you for that expense, provided that it does not exceed the total monthly service fee divided by the number of Units covered under this Agreement. Any fees in excess of that figure shall be exclusively the Purchaser's responsibility.

KONE EcoSpace, MonoSpace and/or Montana KCM831 or TMS550 (MRL)

This Agreement specifically excludes any obligation on the part of TK Elevator to test, maintain, or replace any KONE Elevator "Machine Room Less" (MRL) hoist machine. Any required repair or replacement of this MRL machine will instead be the subject of a separate written proposal to Purchaser at an additional cost.

Since TK Elevator's top priority is the satisfaction of its customers, if you should have any concern(s) with our performance or the means and methods used to meet our obligations under this Agreement, you agree to provide us with written notice of that concern and give us thirty (30) days to respond either in writing or commence action to appropriately resolve it.

In the event of the sale, lease or other transfer of the ownership of the premises in which the Unit(s) described herein are located, you agree to see that such transferee is made aware of this Agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this Agreement. Should the transferee fail to assume this Agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this Agreement.

Unless this Agreement expressly includes, or is later amended to include, TK Elevator Communications Phone Monitoring Service or Multimedia Monitoring Service as described in the exhibit hereto, this Agreement expressly excludes any materials, labor and/or services involving or related to either the monitoring of or provision of a response

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to any communications initiated from any Communication Equipment installed within the Unit(s) and Purchaser remains solely responsible for contracting with a separate vendor to monitor and respond to such communications in accordance with all applicable codes, statutes and/or laws.

You expressly agree to release and discharge us and our employees for any and all claims and/or losses of any type or kind (including but not limited to personal injury, death and property damage, specifically including damage to the property which is the subject matter of this Agreement) (1) associated with any components excluded in this Agreement or (2) associated with any Billable Work or (3) caused in whole or in part by reason(s) outside of our control. TK Elevator shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TK ELEVATOR EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO ANY OR ALL OF THE PARTS, PLATFORMS (INCLUDING BUT NOT LIMITED TO CP, APP AND MAX) AND/OR SERVICES CONTEMPLATED BY THIS AGREEMENT INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, TK ELEVATOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE PARTS, PLATFORMS AND/OR SERVICES CONTEMPLATED BY THIS AGREEMENT WILL BE ACCESSIBLE TO CUSTOMER, ACHIEVES ANY INTENDED RESULTS, MEETS CUSTOMER'S REQUIREMENTS, OPERATES WITHOUT INTERRUPTION, MEETS ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TK ELEVATOR OR ITS AFFILIATES, BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE UNIT(S), PARTS, PLATFORMS AND/OR SERVICES OR FOR THE ACT OF ANY THIRD PARTY RELATED THERETO, INCLUDING BUT NOT LIMITED TO THE INCORPORATION OF A VIRUS, SPYWARE OR ANY OTHER MALICIOUS PROGRAM INTO THE PURCHASER'S SOFTWARE OR HARDWARE OR PLATFORM.

In consideration of TK Elevator performing the services herein specified, you expressly agree, to the fullest extent permitted by law, to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator Corporation, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against TK Elevator, our employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the Unit(s) which are the subject matter of this Agreement), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the Unit(s) covered by this Agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Agreement), personal injury or death is determined to be caused by or resulting from the negligence of TK Elevator and/or our employees. You recognize that your duty to defend TK Elevator under this clause is broader than your duty to indemnify and includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

You expressly agree to name TK Elevator Corporation along with its officers, agents, affiliates and subsidiaries as additional insureds in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator Corporation, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or or losses arising from the sole negligence or responsibility of TK Elevator Corporation and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. You hereby waive the right of subrogation.

In no event shall TK Elevator's liability for damages arising out of this Agreement exceed the remaining unpaid installments of the current, unexpired term of this Agreement.

You expressly agree to release and discharge TK Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this Agreement.

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In the event an attorney is retained to enforce, construe or defend any of the terms and conditions of this Agreement or to collect any monies due hereunder the prevailing Party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury. You agree that this Agreement shall be construed and enforced in accordance with the laws of the state where the Unit(s) is/are located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the Unit(s) is/are located as to all matters and disputes arising out of this Agreement.

In the event any portion of this Agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this Agreement.

Our rights under this Agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Agreement.

Special Considerations

Elevator is current down. By signing a service agreement, TK Elevator will diagnose and survey the unit at no cost. A repair work order will be provided to the Owner if a repair is needed to put the unit back in service

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Acceptance

Until executed by both Parties this Agreement is a proposal that shall only remain available for acceptance for a period of sixty (60) calendar days from the date appearing on the first page of this document unless revoked by TK Elevator earlier in writing to Purchaser. Your acceptance of this Agreement and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Agreement will be recognized unless made in writing and properly executed by both Parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this Agreement will exclusively govern the Parties' responsibilities. No agent or employee of TK Elevator shall have the authority to waive or modify any of the terms of this Agreement without the express prior written approval of an authorized TK Elevator manager.

Starkville Utilities (Purchaser):	TK Elevator Corporation Management Approval
By: <u>Edward C. Kemp</u> (Signature of Authorized Individual)	By: _____ (Signature of Branch Representative)
<u>Edward Kemp</u> (Print or Type Name)	Joey Howell Branch Manager
<u>Utilities General Manager</u> (Print or Type Title)	
<u>1-17-2023</u> (Date of Acceptance)	_____ (Date of Execution)

For inquiries regarding your contract or services provided by TK Elevator, please contact your local branch office:

197 Interstate Dr Ste B
Richland, MS 39218
601-922-9400

Thank you for choosing TK Elevator. We appreciate your business.

Amy Pooley

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Exhibit A

TK Elevator Communications

TK Elevator offers an additional suite of services through our TK Elevator Communications call center separate and apart from those services included with your Agreement. We have notated below each additional TK Elevator Communications Service that you have selected for each of the Units covered under your Agreement and the corresponding total price of those services per Unit.

Building Name	Equipment Type	Nickname	Phone Monitoring	Elevator Telephone #
STARKVILLE UTILITIES	Hydro MRL		Current Selection	

A description of each available TK Elevator Communications service and the additional applicable terms and conditions follow.

Phone Monitoring Service

If "Phone Monitoring" is selected for specific Units in the chart above then we will provide 7 days per week, 24 hours per day, 365 days per year dispatching service, through its centralized TK Elevator Communications call center, for those specified units. The dispatching service will be provided for calls placed by Purchaser outside of Regular Time to the local TK Elevator branch office. We will also include telephone monitoring on all Units maintained under this Agreement that have operational telephone equipment capable of placing a call to that call center. Depending on the nature of the call and circumstances, TK Elevator's operators can call one or more of the following: Purchaser's Designated Contacts set forth below; Local Emergency Services at phone numbers provided by Purchaser below; and/or a local TK Elevator service technician to be dispatched to the location of the equipment. Calls cannot be placed to "9-1-1" as the centralized TK Elevator Communications call center does not have dialing access to local "9-1-1" numbers.

This Phone Monitoring Service specifically excludes any maintenance, repair or replacement of any type or kind of the Purchaser's telephone or other communication equipment. The Purchaser retains exclusive possession and control of its telephone and other communication equipment and is solely responsible for ensuring uninterrupted operation of that equipment so that it is continuously capable of placing a call to TK Elevator Communication's call center.

Terms and Conditions

Any of the services mentioned in this Exhibit shall be governed by both the terms and conditions of the Agreement covering the Unit(s) described in that Agreement and the terms and conditions of this Exhibit and in the event that those terms conflict, the terms and conditions of this Exhibit will exclusively govern the subject matter of those terms and conditions. Should the Agreement covering the Unit(s) be terminated for any reason by either Party then this Exhibit shall also be automatically terminated. In the event that this Exhibit is terminated for whatever reason, Purchaser agrees to immediately both transfer the connection of the communication equipment to an appropriate telephone service provider and also make arrangements with its replacement elevator service vendor to reprogram the communication equipment to initiate contact with a replacement call center.

Price and Term

In light of the modifications to Agreement set forth above, you agree to an additional price of \$0 per month which will be billed to you separately from the price of the Agreement (the "TK Elevator Communications Services Charge"). The cost of your selected TK Elevator Communications Services is not subject to any discounts. Due to the changing nature of technology, TK Elevator reserves the right to annually increase the TK Elevator Communications Services Charge with such an annual increase not to exceed a total of seven and a half percent (7.5%) of the prior year's TK Elevator Communications Services Charge.

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TK Elevator Communications Contact Information - To Be Completed by Purchaser

Purchaser hereby acknowledges that as a condition precedent to TK Elevator's placement of calls to Purchaser's Designated Contacts and any Local Emergency Services under this Agreement, Purchaser must first complete all sections of the TK Elevator communications Contact Information section below. Purchaser further acknowledges that it is Purchaser's sole responsibility to advise TK Elevator immediately in writing of any changes to the information contained in this exhibit during the term of this Agreement. Purchaser acknowledges that no revision to that information will be made without TK Elevator first receiving such request in writing from Purchaser's authorized representative.

Under those circumstances where TK Elevator is unable to reach Purchaser's Designated Contacts, Purchaser hereby gives TK Elevator express permission to dispatch a TK Elevator service technician to the location of the equipment at Purchaser's expense in accordance with TK Elevator's applicable billing rates. Purchaser further agrees that TK Elevator does not assume any duty or responsibility to advise any caller, regardless of his or her location within or outside the elevator, to take or not take any specific action resulting from a medical or other emergency or any other situation including, but not limited to, entrapment of persons, evacuation, repair or return to service of any equipment.

In the event of an emergency, or perceived emergency, one or more of the following are to be Purchaser's Designated Contacts:

Contact Name	Title	Primary Telephone #	Secondary Telephone #

In the event of an Emergency or perceived emergency, TK Elevator has the express permission to contact one or more of the following **(911 is not sufficient, local phone numbers are required)**:

Police Department: (_____) _____ - _____

Fire Department: (_____) _____ - _____

Special instructions/remarks:

In the event that a TK Elevator call center operator perceives that a call from within the elevator constitutes a medical or other emergency, Purchaser hereby gives TK Elevator the express permission to call Local Emergency Services at the telephone numbers provided above at TK Elevator's sole discretion. Under those circumstances, Purchaser agrees to pay all related charges for services provided by any Local Emergency Services in response to that call. Purchaser agrees that TK Elevator shall not be responsible for ensuring an appropriate (or any) response by Local Emergency Services to that call.



Customer Portal & Mobile App setup form

Name:			
Address: (if different from contract)			
City:			
State:			
Zip Code:			
Phone:			
Email:			
Subscribe to email notifications:	☐	☐	☐

21. APPROVAL TO ACCEPT THE LOWEST QUOTE FROM GILLILAND'S TREE SERVICE IN THE AMOUNT OF \$7,850.00 FOR TREE REMOVAL IN EDGEWOOD.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 17, 2023 Official Agenda, and to accept items for consent, whereby the "approval of authorization to accept the lowest quote from Gilliland's Tree Service in the amount of \$7,850.00 for tree removal and trimming in Edgewood" is enumerated, this consent item is thereby approved.

Two Quotes Received: Gilliland's Tree Service \$7,850.00 and Wilson's Tree Service \$8,000.00

22. APPROVAL TO APPROVE THE BEST QUOTE DUE TO DELIVERY TIME FROM IMPROVED CONSTRUCTION METHODS COMPANY FOR THE EMERGENCY PURCHASE OF A PUMP FOR UTILITIES FLUSH TRUCK IN THE AMOUNT OF \$7,534.60 AS PER MISSISSIPPI CODE SECTION 31-7-13(K) AND MISSISSIPPI CODE SECTION 31-7-1(F) AND THAT AN EMERGENCY EXISTS SUCH THAT THE DELAY IN DELIVERY AND REPAIRS WOULD BE DETRIMENTAL TO THE INTEREST OF THE GOVERNING AUTHORITY AND THE COMMUNITY.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 17, 2023 Official Agenda, and to accept items for consent, whereby the "approval of the best quote from Improved Construction Methods for the emergency purchase of a pump for Utilities flush truck in the amount of \$7,534.60 as per Mississippi code section 31-7-13(k) and that an emergency exists such that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the governing authority" is enumerated, this consent item is thereby approved.

Two quotes: Improved Construction Methods - \$7,534.60 and Click Industries - \$4,170.00

ANNOUNCEMENTS AND COMMENTS:**MAYOR'S COMMENTS:**

Mayor Spruill recognized Starkville Utilities Water Division employees Charles Jordan, Keivan Ware, D.J. Robinson and Ronald Evans for their service to the community during Winter Storm Elliot. The Mayor then introduced new police officers Cole Britt and Joshua Kitchens as well as Gary Hyche, Operation Manager of Water Distribution and Collection as well as GIS Locator Wes Foreman.

BOARD OF ALDERMEN COMMENTS:

All Aldermen thanked all employees that worked in the bitter cold weather during the holidays.

Alderman Brooks thanked everyone for their patience as the new lighting is installed along Louisville Street.

Alderman Rupp congratulated the Starkville Community Theater upon recently winning several awards.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, thanked everyone who helped with opening the County Safe Room on Lynn Lane as a warming center for citizens during the recent cold weather.

Emma Van Epps, Rebecca Carruth, Grant Peterson, Tanner Jones, Courtney Cochran, Lynn Peterson and Doug Feig all spoke in favor of recycling.

PUBLIC APPEARANCE:**PRESENTATION AND PUBLIC HEARING OF THE SMART TRANSPORTATION PROGRAM BY JEREMIAH DUMAS AND RONNIE WHITE OF MISSISSIPPI STATE UNIVERSITY TRANSPORTATION DEPARTMENT.**

Jeremiah Dumas, Director, gave a brief overview of the Starkville – MSU Area Rapid transit (SMART) public transportation system. Funding is provided from the Federal Transit Authority 5311 Rural Mass Transit Funds via the MS Department of Transportation. Local cash match is provided by MSU parking services and the City of Starkville as well as various contracts and advertising. Ridership in 2022 saw an increase in the fixed route ridership as well as the paratransit ridership. Mr. Dumas noted the Transit Operations Facility has been completed and the program saw its 5 millionth rider this year.

Mayor Spruill and Jeremiah Dumas opened the Public Hearing and called for public comments.

Alvin Turner stated he was thankful for the bus service and the drivers. He also stated he would like to see a stop added at the new shopping center on highway 12 if possible.

Linda Jones asked if there was any way to add a route to EMCC along with the airport route.

There being no additional comments, the Mayor announced the public hearing closed.

PUBLIC HEARING:**FIRST PUBLIC HEARING FOR AMENDING SECTION 14- UTILITIES OF THE MUNICIPAL CODE.**

Public Utilities General Manager Edward Kemp noted the two changes which are being recommended are tampering penalties for misuse of fire hydrants and a sewer bill collection clause.

Mayor Spruill opened the Public Hearing and called for public comments.

There being no comments, the Mayor announced the public hearing closed.

23. DISCUSSION AND CONSIDERATION OF CITY RECYCLING PROGRAM.

Alderman Hamp Beatty presented ideas for a Starkville curbside recycling program. The proposal included:

- An opt in program for citizens
- Curbside pickup twice a month (1st and 3rd Wednesdays suggested)
- Include current recyclables plus #1 and #2 plastics
- Participants issued two, eighteen gallon recycling buckets for plastic and cans / paper
- Cardboard to be flattened and stacked under buckets at street
- Optional 64-gallon roll container for flattened cardboard only
- \$6 per month fee for curbside recycling customers

Students for a Sustainable Campus in attendance were thanked and encouraged to contact aldermen with ideas and encouragement to support a recycling program.

24. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of January 9, 2023 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.

General Fund	001	\$ 308,329.06
Airport Fund	015	56,190.29
Sanitation	022	18,855.28
Industrial Park Bond	303	178.13
Park Bond - 2020	380	522,348.29
Payroll	681	8,550.19
Sub Total Before Utilities		\$ 914,451.24
Utilities Dept.	SED	1,232,115.88
Total Claims	Total	\$2,146,567.12

25. MOTION TO RECESS UNTIL FEBRUARY 7, 2023 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Rupp, for the Board of Aldermen to recess the meeting until February 7, 2023 @ 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 7th DAY OF FEBRUARY, 2023.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK