

**MINUTES OF THE RECESSED MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
July 18, 2023**

Be it remembered that the Mayor and Board of Alderman met in a Recessed Meeting on July 18, 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:

Alderman Sistrunk asked to add item XI. G. 4. Human Resources – Deputy Chief item, to the consented agenda items.

There being no additional changes or opposition to the 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 July 18, 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, JULY 18, 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 JUNE 20, 2023 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE JUNE 30, 2023 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCE

VIII. PUBLIC HEARINGS

IX. MAYOR'S BUSINESS

THERE ARE NO ITEMS FOR THIS AGENDA

X. BOARD BUSINESS

THERE ARE NO ITEMS FOR THIS AGENDA

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL FOR FOUR (4) AIRPORT BOARD MEMBERS, AIRPORT OPERATIONS MANAGER RUSTY BOUCHILLON AND AIRPORT DIRECTOR RODNEY LINCOLN TO ATTEND THE MISSISSIPPI AIRPORT ASSOCIATION (MAA) CONFERENCE SEPTEMBER 13-15, 2023 AT THE RILEY CENTER IN MERIDIAN, MS.
2. REQUEST APPROVAL TO ACCEPT THE FAA BIL FY 2023 INFRASTRUCTURE GRANT 3-28-0068-029-0068 FOR CONSTRUCTING A HANGAR AND SEAL COATING TAXIWAY CRACKS IN THE AMOUNT OF \$295,000.00 WHICH INCLUDES A LOCAL MATCH OF \$29,500.00 (10%).

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF ACCEPTING THE SOLE SOURCE QUOTE FROM THOMPSON MACHINERY, THE ONLY CERTIFIED CATERPILLAR MANUFACTURER IN THIS REGION OF THE STATE, IN THE AMOUNT OF \$13,465.02 FOR UNDERCARRIAGE REPAIRS TO THE CATERPILLAR 312D EXCAVATOR.
2. CONSIDERATION OF CONTRACT AMENDMENT NO. 1 FOR AN INCREASE OF \$15,250.00 TO GARVER, LLC ENGINEERING SERVICES CONTRACT FOR THE DESIGN OF SPRING STREET AND HIGHWAY 12 INTERSECTION TAP PROJECT.

3. CONSIDERATION OF ACCEPTING THE LOWEST OF TWO QUOTES IN THE AMOUNT OF \$6,955.00 FROM NAILED IT, LLC TO REMOVE THE STAGE INSIDE THE SPORTSPLEX CENTER GYMNASIUM.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JULY 10, 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 THE JUNE FINANCIAL STATEMENTS.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE TYLER SCOTT AS A SANITATION WORKER.
2. REQUEST AUTHORIZATION TO HIRE GABRIEL STEENWYK AS A POLICE OFFICER II.
3. REQUEST AUTHORIZATION TO HIRE JASON BAKER AND DYLAN PEDAN AS RESERVE POLICE OFFICERS.
4. REQUEST AUTHORIZATION TO RECLASSIFY THE FIRE INSPECTOR POSITION TO FIRE INSPECTOR/DEPUTY CHIEF IN THE STARKVILLE FIRE DEPARTMENT TO INCLUDE ADMINISTRATIVE DUTIES ON A TEMPORARY BASIS FOR SIX MONTHS.

H. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL OF PURCHASE OF SERVER SOFTWARE FROM NEXTSTEP FOR THE LOWEST QUOTE AMOUNT OF \$14,060.00.
2. REQUEST APPROVAL OF LEASE FOR THE PURCHASE OF A STORAGE ARRAY FOR THE MONTHLY PRICE OF \$525.64 FROM NEXTSTEP.

I. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

J. POLICE DEPARTMENT

1. POLICE

- a. REQUEST APPROVAL FOR CPL. CHRIS JACKSON TO ATTEND THE NATIONAL COMPUTER FORENSIC ACADEMY IN HOOVER, AL AUGUST 21-25, 2023, WITH ALL COSTS EXCEPT TRAVEL TO BE REIMBURSED BY THE UNITED STATES SECRET SERVICE NATIONAL FORENSIC COMPUTER INSTITUTE.

b. REQUEST APPROVAL FOR CORPORAL BRANDON GLADNEY TO ATTEND TRAINING FOR “CRIMINAL INVESTIGATIONS USING CELLULAR TECHNOLOGIES”, SEPTEMBER 11-15, 2023 IN BATON ROUGE, LA FOR A TOTAL NOT TO EXCEED \$1800.00.

c. REQUEST APPROVAL FOR SHANNA CUNNINGHAM TO ATTEND THE INTERNATIONAL ASSOCIATION FOR IDENTIFICATION (IAI) CRIME SCENE INVESTIGATOR CERTIFICATION AND TEST PREPARATION CLASS IN HOOVER, AL ON SEPTEMBER 10-15, 2023, WITH A COST NOT TO EXCEED \$800.00.

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 EMERGENCY AUTHORIZATION TO APPROVE THE QUOTE FROM KCI FOR STORM RELIEF POWER RESTORATION IN THE AMOUNT OF \$12,892.45 AS PER MISSISSIPPI CODE SECTION 31-7-13(K) AND THAT AN EMERGENCY EXISTED SUCH THAT THE DELAY TO GIVE OPPORTUNITY TO CONTINUE TO SEARCH FOR A SECOND QUOTE FOR REPAIRS WOULD BE DETRIMENTAL TO THE INTEREST OF THE GOVERNING AUTHORITY AS WELL AS THE HEALTH AND SAFETY OF THE CITIZENS.

2. REQUEST APPROVAL OF NEEL SCHAFER AS THE CONSULTANT FOR ENGINEERING SERVICES FOR THE AZALEA LANE WATER TANK PAINTING AND REPAIR, AUTHORIZATION TO EXECUTE AN ENGINEERING CONSULTANT CONTRACT, AND AUTHORIZATION TO ADVERTISE FOR BIDS.

3. REQUEST AUTHORIZATION TO APPROVE THE LOWEST QUOTE FROM IMPROVED CONSTRUCTION METHODS IN THE AMOUNT OF \$5,702.00 FOR RETRIEVAL HARNESS.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. ADJOURN UNTIL AUGUST 1, 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 – 21:

2. CONSIDERATION OF THE MINUTES OF THE JUNE 20, 2023 RECESS 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 July 18, 2023 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the June 20, 2023 Recess Meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE JUNE 30, 2023 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 July 18, 2023 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the June 30, 2023 Work Session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

4. CONSIDERATION FOR FOUR (4) AIRPORT BOARD MEMBERS, AIRPORT OPERATIONS MANAGER RUSTY BOUCHILLON AND AIRPORT DIRECTOR RODNEY LINCOLN TO ATTEND THE MISSISSIPPI AIRPORT ASSOCIATION (MAA) CONFERENCE SEPTEMBER 13-15, 2023 AT THE RILEY CENTER IN MERIDIAN, MS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the July 18, 2023 Official Agenda, and to accept items for consent, whereby the “approval of four (4) Airport board members, airport operations manager Rusty Bouchillon and Airport Director Rodney Lincoln to attend the Mississippi Airport Association (MAA) Conference on September 13-15, 2023 at The Riley Center in Meridian MS” is enumerated, this consent item is thereby approved.

5. CONSIDERATION TO ACCEPT THE FAA BIL FY 2023 INFRASTRUCTURE GRANT 3-28-0068-029-0068 FOR CONSTRUCTING A HANGAR AND SEAL COATING TAXIWAY CRACKS IN THE AMOUNT OF \$295,000.00 WHICH INCLUDES A LOCAL MATCH OF \$29,500.00 (10%).

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the July 18, 2023 Official Agenda, and to accept items for consent, whereby the “approval to accept the FAA BIL FY 2023 Infrastructure Grant 3-28-0068-029-0068 for constructing a hangar and seal coating taxiway cracks in the amount of \$295,000.00 which includes a local match of \$29,500.00 (10%) for a project total of \$324,500.00” is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF ACCEPTING THE SOLE SOURCE QUOTE FROM THOMPSON MACHINERY, THE ONLY CERTIFIED CATERPILLAR MANUFACTURER IN THIS REGION OF THE STATE, IN THE AMOUNT OF \$13,465.02 FOR UNDERCARRIAGE REPAIRS TO THE CATERPILLAR 312D EXCAVATOR.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the July 18, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the sole source quote from Thompson Machinery, the local certified Caterpillar manufacturer, in the amount of \$13,465.02 for undercarriage repairs to the Street Department’s Caterpillar 312D excavator” is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF CONTRACT AMENDMENT NO. 1 FOR AN INCREASE OF \$15,250.00 TO GARVER, LLC ENGINEERING SERVICES CONTRACT FOR THE DESIGN OF SPRING STREET AND HIGHWAY 12 INTERSECTION TAP PROJECT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the July 18, 2023 Official Agenda, and to accept items for consent, whereby the “approval of contract amendment No. 1 to Garver, LLC Engineering Services Contract for the design of Spring Street and Highway 12 Intersection TAP Project” is enumerated, this consent item is thereby approved.



**AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES
City of Starkville, Mississippi
Project No. 21T32110**

CONTRACT AMENDMENT NO. 1

This Contract Amendment No. 1 ("Amendment"), effective on the date last written below, shall amend the original contract between the City of Starkville, Mississippi ("Owner") and Garver, LLC (Garver), dated October 19, 2022, referred to in the following paragraphs as the "Agreement."

This Amendment adds professional services for the pedestrian improvements design at the intersection of Spring Street and MS Highway 12 ("Project").

The Agreement is hereby modified as follows:

EXHIBIT A – SCOPE OF SERVICES

The following language is added to Appendix A of Exhibit A of the Agreement:

"2.13 Additional Design

Garver will add bicycle lanes to the south leg of the intersection along Spring Street:

- 1. Narrowing lane widths to accommodate future north and southbound bike lanes and shared lanes through the signal.*
- 2. Adding a bike refuge area on the southwest quadrant for southbound left turning bikes to store waiting on the second phase of the signal.*
- 3. Redesigning the curb and gutter and pedestrian facility layouts and grading for the lane width changes.*
- 4. Reconfiguring the northbound approach along Spring Street lane assignments, signal and pavement markings to have dual left turn lanes and a shared thru/right lane.*
- 5. Plan and specification modifications to detail the updated design.*
- 6. Updating quantities and opinion of probable cost.*
- 7. Revise and resubmit MDOT permit."*

EXHIBIT B – COMPENSATION SCHEDULE

The following language modifies the language of Exhibit B of the Agreement:

"The lump sum amount to be paid under this Agreement is increased by \$15,250.00 from \$81,200.00 to \$96,450.00."

Terms and conditions of the Agreement not modified herein remain unchanged and in full force and effect.

[Signature Page to Follow]



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, Mississippi

Garver, LLC

By: 

By: 

Signature

Signature

Name: D. Lynn Spruill

Printed Name

Name: John Cantabery

Printed Name

Title: Mayor

Title: Vice President

Date: 7-18-2023

Date: 6-29-2023

Attest: 
City Clerk

Attest: 

8. CONSIDERATION OF ACCEPTING THE LOWEST OF TWO QUOTES IN THE AMOUNT OF \$6,955.00 FROM NAILED IT, LLC TO REMOVE THE STAGE INSIDE THE SPORTSPLEX CENTER GYMNASIUM.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the July 18, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the low quote from Nailed It, LLC to remove the stage inside the Sportsplex Center Gymnasium” is enumerated, this consent item is thereby approved.

Quotes were solicited from three contractors and two quotes responded: JMorgan Company \$23,605.00 and Nailed It \$6,955

9. CONSIDERATION OF ACCEPTANCE OF THE JUNE FINANCIAL STATEMENTS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the July 18, 2023 Official Agenda, and to accept items for consent, whereby the “acceptance of the June Financial Statements” is enumerated, this consent item is thereby approved.

10. CONSIDERATION TO HIRE TYLER SCOTT AS A SANITATION WORKER.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the July 18, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Tyler Scott as a Sanitation Worker” is enumerated, this consent item is thereby approved.

11. CONSIDERATION TO HIRE GABRIEL STEENWYK AS A POLICE OFFICER II.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the July 18, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Gabriel Steenwyk as a Police Officer” is enumerated, this consent item is thereby approved.

12. CONSIDERATION TO HIRE JASON BAKER AND DYLAN PEDAN AS RESERVE POLICE OFFICERS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the July 18, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Jason Baker and Dylan Pedan as a Reserve Police Officers” is enumerated, this consent item is thereby approved.

13. CONSIDERATION TO RECLASSIFY THE FIRE INSPECTOR POSITION TO FIRE INSPECTOR/DEPUTY CHIEF IN THE STARKVILLE FIRE DEPARTMENT TO INCLUDE ADMINISTRATIVE DUTIES ON A TEMPORARY BASIS FOR SIX MONTHS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the July 18, 2023 Official Agenda, and to accept items for consent, whereby the “approval to reclassify the Fire Inspector position to Fire Inspector/Deputy Chief to include administrative duties on a temporary basis for six months” is enumerated, this consent item is thereby approved. The new job description follows this page.

14. REQUEST APPROVAL OF PURCHASE OF SERVER SOFTWARE FROM NEXTSTEP FOR THE LOWEST QUOTE AMOUNT OF \$14,060.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the July 18, 2023 Official Agenda, and to accept items for consent, whereby the “approval of server software from NextStep for the lowest quote amount of \$14,060.00” is enumerated, this consent item is thereby approved.

Two quotes: NextStep - \$14,060.00 and Dell - \$14,458.72



CITY OF STARKVILLE JOB DESCRIPTION

Title: Fire Inspector/Deputy Chief
Reports to: Fire Chief
Date Prepared: 07/11/2023

Department: Fire
Classification: Non-Exempt
Approved by Board:

GENERAL POSITION SUMMARY:

The purpose of this dual role is to perform fire prevention activities, fire cause determination, building inspections, and code enforcement in order to protect life and property and assist the Fire Chief in the management, direction, and coordination of administrative and specialized work functions associated with overseeing fire services and departmental operations.

ESSENTIAL JOB FUNCTIONS:

- Enforces and complies with all city fire codes and ordinances and state laws and regulations in order to protect life and property; issues Fire Department permits as required.
- Inspects fire extinguishing and fire protection equipment to ensure equipment is operable; documents required repairs and replacements.
- Conducts fire prevention inspections; examines interiors and exteriors of buildings to detect hazardous conditions or violations of fire ordinances and laws; conducts night inspections.
- Reports violations and/or unsafe conditions; discusses condition with owner or manager of commercial property and recommends safe methods of storing flammable or other hazardous materials.
- Investigates structure fires, fires where arson or criminal negligence is suspected, fires that result in serious injury or death, or fires in a commercial establishment or public building.
- Examines fire scenes to determine burn pattern and cause and origination of fire, to determine if fire was accidental or intentionally set, and to detect presence of accelerants or incendiary devices.
- Promotes, teaches, and demonstrates fire extinguishment, safety, prevention, and investigation; conducts fire drills and fire safety evacuations.
- Assists with planning, organizing, managing, overseeing, and directing, either personally or through subordinate supervisors, all departmental functions and support staff activities in order to ensure proper allocation of personnel and resources and the efficiency and effectiveness of the department.
- Assists in the oversight and evaluation of fire services; determines proficiency level and identifies areas requiring improvement; formulates and executes action plan to correct deficiencies.
- Assists in establishing goals and objectives for employees; develops and implements policies, standard operating procedures, and training plan; monitors implementation of departmental rules and regulations; updates departmental guidelines according to federal, state, or local legislation.
- Assists in conducting internal investigations as requested by Fire Chief; investigates complaints against department personnel; makes disciplinary action decisions.
- Attends and conducts departmental staff meetings; attends workshops and training sessions to remain knowledgeable of department and city operations, to promote improved job performance, and to stay abreast of changing policies, procedures, codes, and laws.
- May be required to be on twenty-four-hour call and/or regularly work on various shifts, weekends, and/or holidays as deemed necessary.
- Perform other duties as required by the department or assigned by administration.

KNOWLEDGE, SKILLS AND ABILITIES

- Knowledge of Fire Department role and responsibilities as they relate principles, practices and procedures of modern firefighting, rescue, basic life support and fire prevention techniques, methods, practices and equipment.
- Knowledge of principles of fire suppression.
- Knowledge of the geography of the city, including principal buildings and hydrants.
- Knowledge of fire-based emergency medical programs, training methodology and techniques.
- Knowledge of hazardous materials, chemicals, and related characteristics of a wide variety of flammable, explosive, and similar materials.
- Ability to plan, organize and conduct emergency medical service training based on the Fire Department's policies and procedures.
- Ability to demonstrate and provide instruction in a variety of medical techniques common to emergency and medical situations.
- Ability to work independently, using good judgment, and initiative to make sound decisions.
- Ability to communicate effectively, both verbally and in writing.
- Establish and maintain effective working relationships with various individuals and groups.
- Provide both general and direct supervision to subordinate employees as required.
- Climb ladders and stairs without assistance and work at varying heights above the ground.
- Comply with all safety rules and requirements, including the wearing of all required protective clothing, safety equipment, and respiratory protection equipment.
- Manage projects and assignments with frequent changes in priorities and interruptions while still meeting specific deadlines and goals.

MINIMUM QUALIFICATIONS:

- Graduated from an accredited high school or possess a G.E.D. equivalent certificate; Supplemented by course work in subjects related to fire prevention, fire suppression, emergency medical services and response, training and safety techniques and considerable experience in fire prevention and firefighting and emergency medical technician work, including experience in a supervisory capacity; or any combination of education, training and experience that demonstrates the above listed knowledge, skills and abilities.
- (2) years of progressively responsible experience as a Sergeant, Lieutenant, Captain or Battalion Chief.

PREFERRED QUALIFICATIONS

- Three (3) years' experience as an Instructor/Coordinator.

LICENSES, CERTIFICATIONS & OTHER REQUIREMENTS:

- Must possess and maintain a valid Mississippi Driver's License and acceptable MVR.

CONDITIONS OF EMPLOYMENT:

- Direct deposit and social security card are required.
- A one-year probationary period may be required.

WORK ENVIRONMENT

- Work is generally performed in a classroom setting or outdoor training environment. May receive specialized training to answer hazardous materials alarms with units designed to handle explosive, radioactive materials, acids, and flammable materials to ensure situation stabilization; operates necessary clean-up equipment.
- Work is performed in and around fire station, training room, fire apparatus, fire rescue vehicle, fire scene, emergency medical scene, and indoors or outdoors.
- Work exposes the employee to fumes, odors, smokes, gases, chemicals, mechanical mechanisms, toxic substances, radiation, communicable diseases, blood borne pathogens, moving traffic, electrical hazards,

explosions, dangerous animals, extreme heights, unknown elements, life threatening conditions, irregular/protracted work hours, and extreme heat or weather conditions.

PHYSICAL DEMANDS

- Work requires frequent standing and regular, and at times, sustained performance of heavier physical tasks such as walking over rough or uneven surfaces, bending, stooping, crouching, lying, crawling, kneeling, working with restricted and/or confined spaces, climbing, balancing on ladders, working at heights, and frequent to continuous lifting and carrying objects 50 pounds or over.
- Work requires physical dexterity in the frequent and/or continuous use of hand-eye coordination and manipulative skills using finger, limbs or body in the safe and/or productive operation of vehicles, equipment, machines and tools. Work requires the ability to push and pull fire hoses and ladders over rough surfaces, up and down inclines.
- Work requires ability to perceive and or discriminate colors, sounds, odor, and depth. Work requires ability to verbally communicate, attend to tasks without distractions, reason effectively, use effective judgment, maintain alertness and awareness, perform multiple concurrent tasks, exercise memory, learn, manage stress, function as a team member and operate office equipment.

The duties listed above are intended as illustrations of the types of work that may be performed. The omission of specific job duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The job description does not constitute an employment contract and is subject to change as the needs of the City and requirements of the job change.

Regular and consistent attendance is a condition of continuing employment.

The City of Starkville, is an EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION employer. Candidates are considered for employment with the City, without regard to their race, color, religion, national origin, age, sex, gender, pregnancy, disability, sexual orientation, gender identity, genetic information, military status, protected veteran status or other classification protected by applicable federal, state or local law.

15. CONSIDERATION OF LEASE FOR THE PURCHASE OF A STORAGE ARRAY FOR THE MONTHLY PRICE OF \$525.64 FROM NEXTSTEP.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the July 18, 2023 Official Agenda, and to accept items for consent, whereby the “approval of a lease for the purchase of a storage array from State Contract for the monthly price of \$525.64 from NextStep” is enumerated, this consent item is thereby approved.

16. CONSIDERATION FOR CPL. CHRIS JACKSON TO ATTEND THE NATIONAL COMPUTER FORENSIC ACADEMY IN HOOVER, AL AUGUST 21-25, 2023, WITH ALL COSTS EXCEPT TRAVEL TO BE REIMBURSED BY THE UNITED STATES SECRET SERVICE NATIONAL FORENSIC COMPUTER INSTITUTE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the July 18, 2023 Official Agenda, and to accept items for consent, whereby the “approval for Cpl. Chris Jackson to attend the National Computer Forensic Academy in Hoover, Al on August 21-25, 2023 with all costs, except travel, to be reimbursed by the United States Secret Service National Forensic Computer Institute” is enumerated, this consent item is thereby approved.

17. APPROVAL FOR CORPORAL BRANDON GLADNEY TO ATTEND TRAINING FOR “CRIMINAL INVESTIGATIONS USING CELLULAR TECHNOLOGIES”, SEPTEMBER 11-15, 2023 IN BATON ROUGE, LA FOR A TOTAL NOT TO EXCEED \$1,800.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the July 18, 2023 Official Agenda, and to accept items for consent, whereby the “approval for Corporal Brandon Gladney to attend training for “Criminal Investigations Using Cellular Technologies”, September 11-15, 2023 in Baton Rouge, LA” is enumerated, this consent item is thereby approved.

18. APPROVAL FOR SHANNA CUNNINGHAM TO ATTEND THE INTERNATIONAL ASSOCIATION FOR IDENTIFICATION (IAI) CRIME SCENE INVESTIGATOR CERTIFICATION AND TEST PREPARATION CLASS IN HOOVER, AL ON SEPTEMBER 10-15, 2023, WITH A COST NOT TO EXCEED \$800.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the July 18, 2023 Official Agenda, and to accept items for consent, whereby the “approval of for Shanna Cunningham to attend the International Association for Identification (IAI) Crime Scene Investigator certification and test preparation class in Hoover, Al on September 10-15, 2023, with a cost not to exceed \$800.00” is enumerated, this consent item is thereby approved.

19. CONSIDERATION OF EMERGENCY AUTHORIZATION TO APPROVE THE QUOTE FROM KCI FOR STORM RELIEF POWER RESTORATION IN THE AMOUNT OF \$12,892.45 AS PER MISSISSIPPI CODE SECTION 31-7-13(K) AND THAT AN EMERGENCY EXISTED SUCH THAT THE DELAY TO GIVE OPPORTUNITY TO CONTINUE TO SEARCH FOR A SECOND QUOTE FOR REPAIRS WOULD BE DETRIMENTAL TO THE INTEREST OF THE GOVERNING AUTHORITY AS WELL AS THE HEALTH AND SAFETY OF THE CITIZENS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the July 18, 2023 Official Agenda, and to accept items for consent, whereby the “approval of emergency authorization to approve the quote from KCI for storm relief power restoration in the amount of \$12,892.45 as per Mississippi code section 31-7-13(k) and that an emergency existed such that the delay to give opportunity to continue to search for a second quote for repairs would be detrimental to the interest of the governing authority as well as the health and safety of the citizens” is enumerated, this consent item is thereby approved.

20. CONSIDERATION OF NEEL SCHAFER AS THE CONSULTANT FOR ENGINEERING SERVICES FOR THE AZALEA LANE WATER TANK PAINTING AND REPAIR, AUTHORIZATION TO EXECUTE AN ENGINEERING CONSULTANT CONTRACT, AND AUTHORIZATION TO ADVERTISE FOR BIDS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the July 18, 2023 Official Agenda, and to accept items for consent, whereby the “approval of Neel Schaffer as the consultant for engineering services for the Azalea Lane Water Tank Painting and Repair, authorization to execute an engineering consultant contract, and authorization to advertise for bids” is enumerated, this consent item is thereby approved. The agreement follows this page.

21. CONSIDERATION TO APPROVE THE LOWEST QUOTE FROM IMPROVED CONSTRUCTION METHODS IN THE AMOUNT OF \$5,702.00 FOR RETRIEVAL HARNESS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the July 18, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the lowest quote from Improved Construction Methods in the amount of \$5,702.00 for retrieval harness” is enumerated, this consent item is thereby approved.

Two quotes: Improved Construction Methods - \$5,702.00 and USA BlueBlook - \$5,940.90

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS:

Mayor Spruill noted the recent Lemonade Day was a wonderful event. She also invited the community to visit the Community Market on Saturday mornings in the Fire Station Park.

BOARD OF ALDERMEN COMMENTS:

Alderman Rupp thanked the approximate 350 youth and their families that participated in the recent Lemonade Day as well as all that purchased from these youth. Saturday was also Entrepreneur Day in which youth, ages 14 and under, learned business skills and sold approximately \$3,200 in merchandise that day.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, asked about the local channel no longer airing the City meetings. He also stated the citizens appreciate the new water lines but look forward to the street being repaired.

PUBLIC APPEARANCE: None

PUBLIC HEARINGS: None

**AGREEMENT FOR ENGINEERING AND PROFESSIONAL
SERVICES
BY AND BETWEEN
STARKVILLE UTILITIES
AND
NEEL-SCHAFFER, INC.**

This **AGREEMENT** made this 18th day of July 2023, by and between **Starkville Utilities**, after this called "**OWNER**", and **NEEL-SCHAFFER, INC.**, having its principal place of business at 1115 Stark Road, Starkville, Mississippi 39760, after this called the "**ENGINEER**".

I. DESCRIPTION OF SERVICES

OWNER intends to engage the **ENGINEER** to provide engineering and professional services for **REPAIR, CLEANING AND PAINTING OF AZALEA LANE ELEVATED WATER TANK**, as referenced here further as the **PROJECT**. It is anticipated that the engineering and professional services for the **PROJECT** will be performed under three task orders and will consist of the following types of work:

Task 1 – Design Engineering

Services shall include the following work:

- Prepare preliminary Construction Documents in accordance with minimum requirements of the MS State Dept. of Health design criteria. Construction Documents shall include use of standard front end documents provided to the **ENGINEER** by the **OWNER**.
- Submit preliminary Construction Documents to the **OWNER** for review and approval.
- Modify Construction Documents as necessary to reflect any comments by the **OWNER**.
- Prepare final Construction Documents for procurement of bids by **OWNER**.
- Design Engineering services will be considered complete upon approval of final Construction Documents by **OWNER** for public advertisement to secure bids for the **PROJECT**.

Task 2 – Bidding and Contract Services

Services shall include the following work:

- Assist the **OWNER** in advertising for and obtaining bids for the **PROJECT**.
- Prepare and issue final Construction Documents to **OWNER** for issuance to prospective bidders by way of the plan room used by the **OWNER**.
- Prepare and issue Addenda to plan room as appropriate to interpret, clarify, correct or expand Construction Documents to each known plan holder.
- Conduct a pre-bid conference if requested by the **OWNER**.
- Assist with the bid opening if needed, prepare bid tabulation and assist **OWNER** in evaluating bids.
- Assist the **OWNER** in the preparation of the documents necessary to complete the award.
- Bidding and Contract Services will be considered complete upon commencement of Construction Engineering services or upon cessation of negotiations with prospective contractors.

Task 3 – Construction Engineering

Services shall include the following work:

- Conduct a preconstruction conference for issuance of the Notice to Proceed by the **CONTRACTOR**.
- General Administration of Construction Contract between **OWNER** and **CONTRACTOR** awarded the work.
- The **ENGINEER** shall consult with and advise **OWNER** and act as **OWNER'S** representative; shall issue all instructions of **OWNER** to **CONTRACTOR**; and shall act as initial interpreter of the Contract Documents and judge of the acceptability of the work thereunder.
- Visits to Site and Observation of Construction. The **ENGINEER** shall furnish a Resident Project Representative (RPR) to assist the **ENGINEER** with periodic observations of progress and quality of the work of the **CONTRACTOR** at critical stages. RPR services shall be considered part-time, on an as needed basis, during construction to determine work is proceeding in general conformity with the Contract Documents.
- The **ENGINEER** shall make periodic site visits only at critical stages of construction to observe as an experienced and qualified design engineer the progress and quality of the various aspects of **CONTRACTOR'S** work. These services shall be considered part-time, on an as needed basis, during construction. Based on information obtained during such visits and on such observations, the **ENGINEER** shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and shall keep **OWNER** informed of the progress of the work. The purpose of the **ENGINEER'S** visits to the site will be to enable him to carry out the duties and responsibilities assigned to and undertaken by him during the Construction Phase, and, in addition, through his experience as a qualified design engineer, to provide for **OWNER** a greater degree of confidence that the completed work of **CONTRACTOR** will conform generally to the Contract Documents and that the integrity of the design concept of the completed **PROJECT** as a functioning whole as indicated in the Contract Documents has been implemented and preserved by **CONTRACTOR**. On the other hand, the **ENGINEER** shall not, during such visits or as a result of such observations of **CONTRACTOR'S** work in progress, supervise, direct or have control over **CONTRACTOR'S** work; nor shall the **ENGINEER** have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of **CONTRACTOR** or for any failure of **CONTRACTOR** to comply with laws, rules, regulations, ordinances, codes or orders applicable to **CONTRACTOR'S** furnishing and performing the work. Accordingly, the **ENGINEER** can neither guarantee the performance of the construction contract by **CONTRACTOR** nor assume responsibility for **CONTRACTOR'S** failure to furnish and perform his work in accordance with the Contract Documents.
- Defective Work. During such site visits and on the basis of such observations, the **ENGINEER** may recommend to the **OWNER** disapproval or rejection of **CONTRACTOR'S** work if the **ENGINEER** believes that such work will not produce a completed **PROJECT** which conforms generally with the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- Clarifications and Interpretations; Change Orders. The **ENGINEER** shall issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. In connection therewith, if appropriate, the **ENGINEER** shall recommend Change Orders to **OWNER** and shall prepare Change Orders as required.

- Shop Drawings. The **ENGINEER** shall review and approve (or take other appropriate action in respect of) Shop Drawings, samples and other data which **CONTRACTOR** is required to submit, but only for conformance with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
- Substitutes. The **ENGINEER** shall evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by **CONTRACTOR**.
- Inspections and Tests. The **ENGINEER** shall have authority, as **OWNER'S** representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
- Applications for Payment. Based on the **ENGINEER'S** on-site observations as an experienced and qualified design engineer and on review of applications for payment and the accompanying data and schedules:
- The **ENGINEER** shall determine the amounts owed to **CONTRACTOR** and recommend in writing payments to **CONTRACTOR** in such amounts. Such recommendations of payment will constitute a representation to **OWNER**, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of the **ENGINEER'S** knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents. In the case of unit price work, the **ENGINEER'S** recommendations of payment will include final determinations of quantities and classification of such work (subject to any subsequent adjustments allowed by the Contract Documents).
- By recommending any payment, the **ENGINEER** shall not thereby be deemed to have represented that on-site observations made by the **ENGINEER** to check the quality or quantity of **CONTRACTOR'S** work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to the **ENGINEER** in this Agreement and the Contract Documents. The **ENGINEER'S** review of Contractor's work for the purposes of recommending payments will not impose on the **ENGINEER** responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on the **ENGINEER** to make any examination to ascertain how or for what purposes any Contractor has used the monies paid on account of the contract price, or to determine that title to any of the work, materials or equipment has passed to **OWNER** free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between **OWNER** and **CONTRACTOR** that might affect the amount that should be paid.
- **CONTRACTOR'S** Completion Documents. The **ENGINEER** shall receive, review and transmit to **OWNER** with written comments maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by **CONTRACTOR** in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of the Contract Documents); and shall transmit them to **OWNER** with written comments.
- Substantial Completion. Following notice from **CONTRACTOR** that **CONTRACTOR** considers the entire work ready for its intended use, the **ENGINEER** and **OWNER**, accompanied by **CONTRACTOR**, shall conduct an inspection to determine if the work is substantially complete. If, after considering any objections of **OWNER**, the **ENGINEER**

considers the work substantially complete, the **ENGINEER** shall deliver a certificate of substantial completion to **OWNER** and **CONTRACTOR**.

- Final Notice of Acceptability of the Work. The **ENGINEER** shall conduct a final inspection to determine if the completed work of **CONTRACTOR** is acceptable so that the **ENGINEER** may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, the **ENGINEER** shall also provide a notice that the work is acceptable to the best of the **ENGINEER**'s knowledge, information and belief and based on the extent of the services performed and furnished by the **ENGINEER** under this Agreement.
- Record Documents. Upon completion of the work, the **ENGINEER** shall compile for and deliver to the **OWNER** a complete set of record documents conforming to information furnished to the **ENGINEER** by the **CONTRACTOR** where applicable. This set of documents shall consist of record specifications and reproducible record drawings showing the reported location of the work. In that record documents are based on information provided by others, the **ENGINEER** cannot and does not warrant their accuracy.
- Limitation of Responsibilities. The **ENGINEER** shall not be responsible for the acts or omissions of any **CONTRACTOR**, or of any subcontractor, any supplier, or of any other person or organization at the site or otherwise furnishing or performing any of the work. The **ENGINEER** shall not be responsible for **CONTRACTOR'S** failure to perform or furnish the work in accordance with the Contract Documents.
- Progress Meetings and Reports. During construction, the **ENGINEER** will schedule and conduct monthly progress meetings as needed with the **OWNER**, **CONTRACTOR** and appropriate subcontractors, if any, to discuss progress, scheduling problems, conflicts and observations of all parties involved. The **ENGINEER** shall also prepare minutes of the meeting.
- Duration of Construction Engineering services. The services for Construction Engineering will commence with the execution of the construction contract for the **PROJECT** or any part thereof and will terminate upon written recommendation by the **ENGINEER** of final payment and submission of record documents to **OWNER**.

A general outline of all services to be provided is included in the **Summary of Fees and Man-Hour Estimates** presented as **Exhibit A** of this **AGREEMENT**.

Excluded Services

Services not included in this **AGREEMENT**:

- Topographical or Boundary Surveying
- Environmental Permitting
- Geotechnical Investigation
- Structural Engineering Design
- Full Time Construction Engineering Services
- Foundation Design
- Construction Testing Services – outside of requirements included in the March 29, 2023 Preliminary Inspection Report, Specification, by Mid-South Tank Consultants, as provided by **OWNER**

II. PAYMENT FOR SERVICES

ENGINEER will provide services in accordance with the **Exhibit B, "General Terms and Conditions"** attached to and made a part of this **AGREEMENT**. **OWNER** will pay **ENGINEER** for services on the actual labor rate for the individuals involved times an overheard

rate that is in accordance with the most recent approved Federal Audited Rate by MDOT, plus a profit of 10%. Reimbursable expenses will be billed in addition to the labor costs. Subconsultant expenses and independent professional associate expenses will be billed to **OWNER** at their actual cost to **ENGINEER**. Estimated fee costs for Subconsultants are included in **Exhibit A**.

The Federal Audited Rate is updated yearly, usually in June or July. The **ENGINEER** will advise the **OWNER** of the updated FAR when it is approved by MDOT and shall submit a contract addendum in writing if the FAR changes.

Direct Labor Costs used as basis of payment shall mean salaries and wages (basic and incentive) paid to all **ENGINEER**'s personnel engaged directly on the Project; but does not include indirect payroll related costs or fringe benefits.

Compensation to the **ENGINEER** for services performed under this **AGREEMENT** will be hourly not to exceed in the amount of \$ \$27,160.

III. ADDITIONAL SERVICES

The **OWNER** will pay **ENGINEER** for additional services on the same basis as for **PAYMENT FOR SERVICES**. Performance of Additional Services and employment of independent professional associates and consultants by **ENGINEER** will require prior written authorization from **OWNER**. **ENGINEER** will submit monthly statements for services rendered. Additional work shall be included in a task statement and attached as an addendum this agreement.

IV. SCHEDULE FOR RENDERING SERVICES

ENGINEER shall complete services for Task 1 by December 31, 2023. Services for Task 2 and Task 3 shall be completed at a date agreed between **OWNER** and **ENGINEER**.

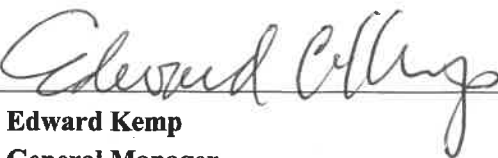
V. CHANGES TO AGREEMENT

This **AGREEMENT**, along with **Exhibit A**, "Summary of Fees and Man-Hour Estimates" and **Exhibit B**, "General Terms and Conditions", represent the complete **AGREEMENT** between **OWNER** and **ENGINEER** and may only be amended, supplemented, modified or canceled by a duly executed written instrument.

VI. ACCEPTANCE

IN WITNESS WHEREOF, the parties hereto have made and executed this **AGREEMENT** as of the day and year first above written.

STARKVILLE UTILITIES



Edward Kemp
General Manager

NEEL-SCHAFFER, INC.



John Cunningham
Vice President

EXHIBIT A

Engineering Fee - Man Hour Estimate		Avg. Hourly Rate				
	Est. Hours Per Criteria	Senior Engineer Manager	Engineer Manager	Engineer	Clerical	
Azalea Elevated Water Tank Repair and Repaint						
Scope of Work		\$220.00	\$200.00	\$165.00	\$80.00	Cost Per Phase
A. Task 1 - Design Engineering	40	8	0	24	8	\$6,360.00
B. Task 2 - Bidding and Contract Services	18	2	0	8	8	\$2,400.00
C. Task 3 - Construction Engineering	22	2	0	16	4	\$3,400.00
Total Estimated Hour Breakdown		12	0	48	20	
Total Estimated Fee Breakdown		\$2,640	\$0	\$7,920	\$1,600	
Total Estimated NTE Fee - Prime Consultant Only						\$12,160
Task 3 Subconsultant Fee Estimate - Inspection Services						\$15,000
Total Estimated NTE Fee						\$27,160

EXHIBIT B
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

1. **Relationship between Consultant and Client.** Neel-Schaffer, Inc. ("Consultant") shall serve as the Client's professional consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. Consultant shall not be considered to be the agent or fiduciary of the Client.

contractor's failure to furnish and perform its work in accordance with the plans and specifications.

In the event Consultant's scope of services does not include the observation and monitoring of work performed by Client's separate contractors, the Client assumes all responsibility for construction observation, and Client waives any claims against Consultant arising therefrom.
2. **Responsibility of Consultant.** Consultant will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions (the "Standard of Care"). No other representation, warranty or guarantee, express or implied, is included or intended in this Agreement or in any report, opinion, document, or otherwise.
3. **Responsibility of the Client.** Client shall provide all information and criteria as to its requirements for the Project, including budgetary limitations. Client shall arrange for Consultant to enter upon public and private property and obtain all necessary approvals required from all governmental authorities having jurisdiction over the Project. Client shall give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services.

The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that Consultant may take measures to minimize the consequences of such a defect. Should legal liability for the defects exist, failure by the Client to notify the Consultant shall relieve the Consultant of any liability for costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.
4. **Construction Phase Services.** If Consultant's scope of services includes the observation and monitoring of work performed by Client's separate contractors, Consultant shall provide personnel to observe and monitor the work in accordance with the Standard of Care in order to ascertain that it is being performed, in general, in accordance with the plans and specifications. Consultant shall not supervise, direct, or have control over the contractor's work. Consultant shall not have authority over or responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the contractor. Consultant does not guarantee the performance of the construction contract by the contractor and does not assume responsibility for the
5. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority on its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.
6. **Ownership of Documents.** All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form prepared by Consultant are instruments of Consultant's service that shall remain Consultant's property. The Client agrees not to use Consultant generated documents for projects other than the project for which the documents were prepared by Consultant, or for future modifications to the Project, without Consultant's express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Consultant will be at the Client's sole risk and without liability to Consultant or its employees, subsidiaries, and subconsultants.
7. **Opinion of Costs.** When required as a part of its scope of services, Consultant will furnish opinions or estimates of construction cost on the basis of Consultant's experience and qualifications, but Consultant does not guarantee the accuracy of such estimates. The parties recognize that Consultant has no control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices.
8. **Changes or Delays.** In the event new developments or circumstances beyond the control of Consultant require a change in the scope of services or schedule, Consultant shall be entitled to an equitable adjustment to the fee and/or schedule. Such events include, but are not limited to, unreasonable delays caused by Client's failure to provide specified direction or information, delays caused by Client's other contractors or consultants, or if Consultant's failure to perform is due to any act of God, labor shortage, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of Consultant.

EXHIBIT B
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

9. **Suspension of Services.** Client may, at any time, by written notice, suspend further services by Consultant. Upon receipt of such notice, Consultant shall take all reasonable steps to mitigate costs allocable to the suspended services. Client, however, shall pay all reasonable and necessary costs associated with such suspension including the cost of assembling documents, personnel and equipment, rescheduling or reassignment costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension. Consultant will not be obligated to provide the same personnel in the event the period of any suspension exceeds 30 days.
10. **Termination.** This Agreement may be terminated by either party upon 30 days' written to the other party. Upon such termination, Client shall pay Consultant for all services performed up to the date of termination. If Client is the terminating party, Client shall pay Consultant all reasonable cost and expenses incurred by Consultant in effecting the termination, including but not limited to non-cancellable commitments and demobilization costs, if any.
11. **Indemnification.** Consultant shall indemnify and hold harmless Client from and against those damages and costs (including reasonable attorneys' fees) that Client incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Consultant.
- To the fullest extent permitted by law, Client shall indemnify and hold harmless Consultant from and against those damages and costs (including reasonable attorneys' fees) that Consultant incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Client.
12. **Legal Proceedings.** In the event Consultant or its employees are required by Client to provide testimony, answer interrogatories, produce documents or otherwise provide information in relation to any litigation, arbitration, proceeding or other inquiry arising out of Consultant's services, where Consultant is not a party to such proceeding, Client will compensate Consultant for its services and reimburse Consultant for all related direct costs incurred in connection with providing such testimony or information. This provision shall not apply in the event Client engages Consultant to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.
13. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns;
- provided however, that neither party shall assign this Agreement in whole or in part without the prior written consent of the other party.
14. **Insurance.** Consultant agrees to maintain the following insurance coverage with the following limits of insurance during the performance of Consultant's work hereunder:
- (a) Commercial General Liability insurance with standard ISO coverage and available limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate;
 - (b) Automobile Liability insurance with standard ISO coverage and available combined single limits of \$1,000,000 per accident;
 - (c) Worker's Compensation insurance with limits as required by statute and Employer's Liability insurance with limits of \$1,000,000 per employee for bodily injury by accident/\$1,000,000 per employee for bodily injury by disease/\$1,000,000 policy limit for disease; and
 - (d) Professional Liability insurance covering Consultant's negligent acts, errors, or omissions in the performance of professional services with available limits of \$1,000,000 per claim and annual aggregate.
- Consultant shall provide evidence of procuring the above insurance coverages by delivering a certificate of insurance to Client prior to the start of Consultant's work and annually upon renewal of coverage. Consultant shall cause Client to be named as an additional insured on Consultant's commercial general liability policy, which shall be primary and noncontributory.
15. **Information Provided by the Client.** Consultant shall be entitled to rely upon, without liability, the accuracy and completeness of any and all information provided by Client, without the obligation of independent verification.
16. **Consequential Damages.** Neither Client nor Consultant shall be liable to the other or shall make any claim for any special, incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, loss of business or diminution of property value and shall apply regardless of legal theory such damages are alleged including negligence, strict liability, breach of contract and breach of warranty.
17. **Payment.** Unless agreed to otherwise, Consultant shall submit monthly invoices to the Client. Payment in full

EXHIBIT B
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

- shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the Consultant's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. If the Client fails to make payments; then Consultant, after giving seven (7) days written notice to the Client, may suspend services until the Client has paid in full all amounts due for services, expenses, and other related charges without recourse to the Client for loss or damage caused by such suspension. The Client waives any and all claims against the Consultant for any such suspension. Payment for Consultant's services is not contingent on any factor, except the Consultant's ability to provide services in a manner consistent with that Standard of Care. Payment of invoices shall not be subject to any discounts, set-offs or back-charges unless agreed to in writing by both parties. If the Client contests an invoice, the Client may withhold only that portion so contested and shall pay the undisputed portion, after the Client has notified Consultant in writing within 30 days of receiving the invoice and shall identify the specific cause of the disagreement and the amount in dispute.
18. **Force Majeure.** Neither Client nor Consultant shall be liable for any fault or delay caused by any contingency beyond their control, including but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. **Compliance with Laws.** To the extent they apply to its employees or its services, Consultant shall exercise due professional care to comply with all applicable laws, including ordinances of any political subdivisions or governing agencies.
20. **Invalid Terms.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding as if the unenforceable provisions were never included in the Agreement.
21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state where the services are performed.
22. **Dispute Resolution.** All disputes, controversies or claims, of whatever kind or character, between the Parties, their agents and/or principals, arising out of or in connection with the subject matter of this Agreement shall be litigated in a court of competent jurisdiction.
23. **Additional Services.** Consultant shall be entitled to an equitable adjustment of its fee for services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, Client's schedule, construction schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or other documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Consultant's control.
24. **Amendment.** This Agreement may only be amended in writing and where such amendment is executed by a duly authorized representatives of each party.
25. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Consultant hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
26. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.
27. **Nonwaiver.** No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.
28. **Identity of Project Owner.** Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Owner, shall provide to Consultant the Project Owner's full legal name; Project Owner's physical address; Project Owner's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Owner for the Project.
29. **Conflicting Terms.** In the event that there are multiple agreements with varying or conflicting terms and conditions between Client and Consultant, the terms and conditions contained in this Agreement shall supersede and have precedence over any other conflicting terms and conditions contained in any other written or oral agreement.
30. **Course of Dealing.** Client and Consultant agree that these General Terms and Conditions establish a course of dealing between them and shall apply to this and all

EXHIBIT B
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

other services, projects, agreements or dealings between the them, unless Client or Consultant gives the other written notice of objection to any term or condition before commencement of performance in connection with any other provision of services or projects involving the two of them.

31. **PROFESSIONAL SERVICES IN FLORIDA.** IN THE EVENT ANY PROFESSIONAL SERVICES ARE PROVIDED WITHIN THE STATE OF FLORIDA, IT IS EXPRESSLY AGREED BY THE PARTIES THAT AN INDIVIDUAL DESIGN PROFESSIONAL WHO IS AN AGENT OR EMPLOYEE OF CONSULTANT MAY NOT BE HELD PERSONALLY OR INDIVIDUALLY LIABLE FOR ANY DAMAGES RESULTING FROM NEGLIGENCE ARISING OUT OF CONSULTANT'S PERFORMANCE OF THIS AGREEMENT, AS PROVIDED IN FLORIDA STATUTES SECTION 558.0035, AS AMENDED.

22. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of July 10, 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	\$ 392,720.05
Airport Fund	015	112,910.60
Sanitation	022	26,800.44
Modernization Use Tax	120	132,438.50
Industrial Park Bond	303	175.00
2022 GO Public Improv Bond	305	765.00
2022 Local Improv Bond	306	212.89
Park Bond - 2020	380	30,000,000
Stark Road Expansion	700	4,920.00
Sub Total Before Utilities		\$ 700,942.48
Utilities Dept.	SED	341,009.72
Total Claims	Total	\$ 1,041,952.20

23. MOTION TO ADJOURN UNTIL AUGUST 1, 2023 @ 5:30 IN THE COURT ROOM AT 110 W MAIN ST.

Upon the motion of Alderman Carver, duly seconded by Alderman Vaughn, for the Board of Aldermen to adjourn the meeting until August 1, 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 15th DAY OF AUGUST, 2023.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK