**MINUTES OF THE RECESS MEETING**
**OF THE MAYOR AND BOARD OF ALDERMEN**
**The City of Starkville, Mississippi**
**August 15, 2023**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on August 15, 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 Beatty offered a motion to remove Item IX. B. Release of a portion of 182 by MDOT to the City. Alderman Carver seconded the motion and the Board voted as follows:

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

Having not received a majority affirmative vote, the Mayor declared the motion failed.

There being no additional requests, 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 Vaughn, to approve the August 15, 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, AUGUST 15, 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 JULY 18, 2023 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE JULY 28, 2023 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE AUGUST 1, 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 APPEARANCES**

**VIII. PUBLIC HEARINGS**

PUBLIC HEARING ON TAX MILLAGE AND FY24 BUDGET

**IX. MAYOR'S BUSINESS**

A. CONSIDERATION OF THE APPROVAL OF TWO (2) MOUS, WHICH TOTAL TWO MILLION DOLLARS, RELATED TO MISSISSIPPI HB 603–2023 APPROPRIATIONS FOR THE LOCAL IMPROVEMENTS PROJECTS FUND BETWEEN THE CITY OF STARKVILLE AND THE MS DEPARTMENT OF FINANCE AND ADMINISTRATION FOR THE MAIN STREET PROJECT.

B. CONSIDERATION OF REQUESTING THE RELEASE BY THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION (MDOT) FOR THAT PORTION OF HIGHWAY 182 FROM OLD WEST POINT ROAD TO LONG STREET INTO THE OWNERSHIP, CONTROL AND AUTHORITY OF THE CITY OF STARKVILLE.

**X. BOARD BUSINESS**

*THERE ARE NO ITEMS FOR THIS AGENDA*

**XI. DEPARTMENT BUSINESS**

A. AIRPORT

*THERE ARE NO ITEMS FOR THIS AGENDA*

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. CONSIDERATION OF FP 23-07: A REQUEST FOR FINAL PLAT APPROVAL FOR "CADENCE BANK LOTS 1&2 OF CITY BLOCK 72" AT 400 UNIVERSITY DRIVE IN A T-5C ZONING DISTRICT.

C. COURTS

*THERE ARE NO ITEMS FOR THIS AGENDA*

D. ENGINEERING

1. CONSIDERATION OF SELECTING BURNS COOLEY DENNIS, INC. FOR CONSTRUCTION MATERIALS TESTING SERVICES FOR THE NEEDMORE CENTER REDEVELOPMENT PROJECT FOR AN HOURLY RATE WITH TOTAL NOT TO EXCEED COST OF $25,000.

2. **CONSIDERATION OF APPROVING THE PROPOSAL FROM NEEL SCHAFFER, INC. FOR CONSTRUCTABILITY AND DESIGN REVIEW FOR THE HWY 182 REVITALIZATION PROJECT REDESIGN FOR A LUMP SUM OF $105,000.**

3. AUTHORIZATION TO APPLY FOR THE TRANSPORTATION ALTERNATIVES PROGRAM WITH THE CITY AND ANY PARTNERS TO PROVIDE A 20% MAXIMUM MATCH FOR THE COST OF THE GRANT IF SELECTED.

4. APPROVAL OF NEEL SCHAFFER, INC. AS THE PREFERRED CONSULTANT TO PROVIDE ENGINEERING AND PLANNING SERVICES FOR THE SAFE STREETS FOR ALL (SS4A) STARKVILLE AND MISSISSIPPI STATE UNIVERSITY ACTION PLAN.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF AUGUST 7, 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 JULY FINANCIAL STATEMENTS.

3. ACCEPTANCE OF FY23 BUDGET ADJUSTMENTS.

4. REQUEST AUTHORIZATION FOR THE CITY CLERK'S OFFICE TO ADVERTISE FOR SOURCE OF SUPPLY FOR THE STREET AND SANITATION (GENERAL CITY) FOR PERIOD OF 10.1.23 – 9.30.24.

F. FIRE DEPARTMENT

1. CONSIDERATION OF ACCEPTING THE QUOTE FROM EMPIRE TRUCK LLC, TO PERFORM NEEDED REPAIRS TO ENGINE 5 IN THE AMOUNT OF $11,464.22, WITH EMPIRE BEING THE NEAREST CERTIFIED REPAIR SHOP IN ORDER TO DECREASE THE AMOUNT OF TIME ENGINE 5 IS OUT OF SERVICE.

2. REQUEST EMERGENCY AUTHORIZATION FOR REPAIRS FOR ENGINE 3 AT WATERS TRUCK AND TIRE SERVICE IN COLUMBUS, MS, WHERE IT WAS TOWED, 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.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE CALEB CAMPBELL AND CALEB PUGH AS ENTRY LEVEL FIREFIGHTERS IN THE STARKVILLE FIRE DEPARTMENT.

2. REQUEST AUTHORIZATION TO HIRE JILLIAN DUTCHER AS THE TEMPORARY FULL-TIME DEPUTY COURT CLERK IN THE MUNICIPAL COURT DEPARTMENT.

3. REQUEST AUTHORIZATION TO HIRE CARL BAPTIST AND TYLER JEFFERSON AS TEMPORARY SANITATION WORKERS IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

4. CONSIDERATION OF THE DISCIPLINE RECOMMENDED BY STARKVILLE FIRE CHIEF CHARLES YARBROUGH AS A RESULT OF ARTICLE 6.1005 FOR A STARKVILLE FIREFIGHTER.

5. REQUEST AUTHORIZATION TO MODIFY THE FISCAL NOTE FOR THE PAYROLL/HUMAN RESOURCES ASSISTANT POSITION FOR THE HUMAN RESOURCES AND UTILITES DEPARTMENT.

6. REQUEST APPROVAL OF THE PROMOTION OF MARQUANDRIC STARKS TO THE RANK OF SERGEANT IN THE STARKVILLE FIRE DEPARTMENT.

H. INFORMATION TECHNOLOGY

*THERE ARE NO ITEMS FOR THIS AGENDA*

I. PARKS

1. CONSIDERATION OF THE ACCEPTANCE OF THE BUSINESS AND OPERATING PLAN FROM SPORTS FACILITIES MANAGEMENT.

2. CONSIDERATION OF THE LOWEST QUOTE FROM LIVE WIRE ELECTRIC QUOTE FOR ELECTRICAL HOOK UPS IN THE TRAVIS OUTLAW CENTER FOR THE CURTAIN INSTALLATION IN THE AMOUNT OF $15,000.

3. CONSIDERATION OF LOWEST QUOTE FROM PARKER SAND & GRAVEL FOR MASON SAND TO RESURFACE THE CORNERSTONE PARK OUTFIELDS IN THE AMOUNT OF $ 6,300.00 IF AVAILABLE IN NEXT SIX WEEKS AND THE NEXT LOWEST QUOTE OF $9,000.00 FROM RONNIE JONES CONST. IF NOT AVAILABLE FROM PARKER.

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. CONSIDERATION OF THE APPROVAL OF A CONTRACT WITH EAST LEE BOULEVARD WATER ASSOCIATION FOR FIRE PROTECTION SERVICE USING THEIR EXISTING WATER LINES AND FIRE HYDRANTS.

2. REQUEST APPROVAL OF WORK AUTHORIZATION 23-02 FROM CLEARWATER CONSULTANTS TO PROVIDE ENGINEERING CONTRACT SERVICES RELATED TO ACTIVITIES AT THE STARKVILLE WASTEWATER TREATMENT PLANT.

3. REQUEST APPROVAL OF GENERAL SERVICES CONTRACT FROM CASSIDY COMPANY TO PROVIDE AS-NEEDED ENGINEERING CONTRACT SERVICES FOR UTILITY SERVICES.

4. REQUEST AUTHORIZATION TO APPROVE THE SOLE SOURCE QUOTE FROM CENTRAL PIPE SUPPLY, INC. FOR METER ONLY IN THE AMOUNT OF $9,712.88, IN THAT THEY ARE THE ONLY PROVIDER OF BADGER METERS IN THIS AREA.

**XII. CLOSED DETERMINATION SESSION**

**XIII. OPEN SESSION**

**XIV. EXECUTIVE SESSION**

SALE/LEASE OF PROPERTY

**XV. OPEN SESSION**

**XVI. ADJOURN UNTIL SEPTEMBER 5, 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 – 28:**

**2. CONSIDERATION OF THE MINUTES OF THE JULY 18, 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 Vaughn, and adopted by the Board to approve the August 15, 2023 Official Agenda, and to accept items for consent, whereby the "approval of minutes of the July 18, 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 JULY 28, 2023 WORK SESSION MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.**

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the August 15, 2023 Official Agenda, and to accept items for consent, whereby the "approval of minutes of the July 28, 2023 Work Session of the Mayor and Board of Aldermen" is enumerated, this consent item is thereby approved.

**4. CONSIDERATION OF THE MINUTES OF THE AUGUST 1, 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 Vaughn, and adopted by the Board to approve the August 15, 2023 Official Agenda, and to accept items for consent, whereby the "approval of minutes of the August 1, 2023 Regular Meeting of the Mayor and Board of Aldermen" is enumerated, this consent item is thereby approved.

**5. CONSIDERATION OF THE APPROVAL OF TWO (2) MOUS, WHICH TOTAL TWO MILLION DOLLARS, RELATED TO MISSISSIPPI HB 603–2023 APPROPRIATIONS FOR THE LOCAL IMPROVEMENTS PROJECTS FUND BETWEEN THE CITY OF STARKVILLE AND THE MS DEPARTMENT OF FINANCE AND ADMINISTRATION FOR THE MAIN STREET PROJECT.**

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the August 15, 2023 Official Agenda, and to accept items for consent, whereby the "approval of the approval of two (2) MOUs related to HB 630 between the City of Starkville and the MS Department of Finance and Administration for the Main Street Project totaling $2,000,000.00" is enumerated, this consent item is thereby approved. The MOUs follow this page.

**6. CONSIDERATION OF FP 23-07: A REQUEST FOR FINAL PLAT APPROVAL FOR "CADENCE BANK LOTS 1&2 OF CITY BLOCK 72" AT 400 UNIVERSITY DRIVE IN A T-5C ZONING DISTRICT.**

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the August 15, 2023 Official Agenda, and to accept items for consent, whereby the "approval of FP 23-07 a request for Final Plat approval for "Cadence Bank Lots 1&2 of City Block 72" at 400 University Drive in a T-5C zoning district" is enumerated, this consent item is thereby approved.

**7. CONSIDERATION OF SELECTING BURNS COOLEY DENNIS, INC. FOR CONSTRUCTION MATERIALS TESTING SERVICES FOR THE NEEDMORE CENTER REDEVELOPMENT PROJECT FOR AN HOURLY RATE WITH TOTAL NOT TO EXCEED COST OF $25,000.**

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the August 15, 2023 Official Agenda, and to accept items for consent, whereby the "approval of selecting Burns Cooley Dennis, Inc. for construction materials testing services for the Needmore Center Redevelopment Project for an hourly not to exceed cost of $25,000" is enumerated, this consent item is thereby approved.

Government

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter the "MOU") is entered into between the Mississippi Department of Finance and Administration (hereinafter the "DFA") and the City of Starkville (Main Street Project) for the purpose of establishing the agreed upon conditions under which the DFA may disburse funds to assist the City of Starkville in paying costs associated with the local project (hereinafter the "Project") specified in Section 28(fb) of House Bill 603 2023 Regular Legislative Session, Laws of 2023, (hereinafter the "Act"). This MOU is entered into in accordance with Miss. Code Ann. Section 27-104-351, also known as the Line-Item Appropriation Transparency Act, and pursuant to, and subject to the terms of the Act, which authorizes an amount not to exceed ($1,500,000.00) (hereinafter the "Project Funds"), for the Project. (**PLEASE NOTE THAT IT IS YOUR RESPONSIBILITY TO SPEND THE FUNDS RECEIVED FROM THE STATE IN ACCORDANCE WITH THE ACT AS WELL AS ALL STATE AND FEDERAL LAWS AND REGULATIONS.**)

## RECITALS

**WHEREAS**, Section 28 of House Bill 603, 2023 Regular Legislative Session, authorized expenditures from the 2023 Local Improvements Projects Fund for certain projects; and

**WHEREAS**, pursuant to Section 28(fb) of House Bill 603, 2023 Regular Legislative Session, Laws of 2023, the Legislature has appropriated funds to the City of Starkville to pay the costs of the Project; and

**WHEREAS**, the Act authorizes the DFA to disburse monies in the 2023 Local Improvements Projects Fund to pay the costs of the Project; and

**WHEREAS**, the City of Starkville shall maintain the Project Funds in a separate bank account; and

**WHEREAS**, the DFA has requested the City of Starkville to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein by reference, to the extent the City of Starkville is subject to the State's procurement laws; and

**WHEREAS**, the City of Starkville agrees to expend the funds within thirty-six (36) months from the date of receipt from the DFA; and

**WHEREAS**, the City of Starkville agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, the City of Starkville will immediately notify and consult with the DFA regarding the disposition of the funds, and said funds shall be directed in accordance with the Act; and

**WHEREAS**, the City of Starkville agrees to provide quarterly notarized reports to the DFA which describe and itemize the expenditure of the Project Funds and also provide an update on the status of the Project including future expenditure of the funds. The quarterly reports must be provided on a form designated by the DFA and must include all invoices and bank statements associated with the reported expenditures. The quarterly reports shall be provided within thirty (30) days of each calendar quarter end. The City of Starkville shall also provide to the DFA a final report no more than thirty (30) days after final expenditure of funds, summarizing the expenditures and use of the Project Funds upon completion of the Project. All invoices that have not previously been submitted, shall be submitted upon completion of the Project; and

**WHEREAS**, the DFA finds that it is in the best interest of the DFA and the City of Starkville that the funds on deposit in the 2023 Local Improvements Projects Fund for the City of Starkville (Main Street Project) should be disbursed to the City of Starkville and that the City of Starkville shall directly administer the expenditure of such funds for the Project.

**NOW THEREFORE, IT IS MUTALLY AGREED BY THE MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION AND THE CITY OF STARKVILLE AS FOLLOWS**:

**Section 1**. The DFA, pursuant to the Act, shall disburse the Project Funds from the 2023 Local Improvements Projects Fund upon written request of the City of Starkville to pay the costs associated with the Project.

**Section 2**. The City of Starkville certifies and agrees to make every effort to expend all funds received from the2023 Local Improvements Projects Fund within thirty-six (36) months from the date of receipt and **solely** for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU. Failure of the City of Starkville to adhere to any provision within this MOU may result in immediate action by the State to recover project funds.

**Section 3**. The City of Starkville agrees to procure any necessary construction, goods, and services for the Project in accordance with State procurement laws to the extent the City of Starkville is subject to same. Failure to adhere may cause the DFA to withhold all sums for the Project and seek recovery of same. Further, the City of Starkville agrees to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein, in accordance with State law and the recitals of this MOU.

**Section 4**. The City of Starkville agrees to provide the DFA quarterly notarized reports as set forth hereinabove, in a format designated by the DFA. The quarterly reports shall be provided within thirty (30) days of each calendar quarter end. The City of Starkville shall also provide the DFA with a final report summarizing the expenditures and use of the Project Funds no more than thirty (30) days after final expenditure of the Project Funds.

**Section 5**. The City of Starkville agrees to maintain copies of all invoices, bank statements, and similar documentation for each expenditure of all funds received from the 2023 Local Improvements Projects Fund sufficient to satisfy and confirm, to the DFA's satisfaction, that such funds have been expended **solely** for the costs of the project as authorized and provided by the Act.

**Section 6**. The City of Starkville agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, the City of Starkville will immediately notify and consult with the DFA regarding the disposition of the funds and said funds shall be directed in accordance with the Act.

**Section 7.** The City of Starkville agrees that Project Funds shall be expended in accordance with all State and Federal laws and regulations, and that failure to do so may cause the DFA to withhold funds for the Project or seek recovery of same.

**Section 8**. All notices or information pursuant to this MOU shall be provided as follows:

City of Starkville
Attn: Lynn Spruill, Mayor
110 W. Main Street
Starkville, Mississippi 39759
Phone: 662-323-2525 ext. 3117
Email: l.hardin@cityofstarkville.org

Mississippi Department of Finance and Administration
Attention: Gilda Reyes, Bond Advisory Director
501 North West Street, Suite 1301
Jackson, Mississippi 39201
Telephone: 601-359-5516
Email: Gilda.Reyes@dfa.ms.gov

**Section 9**. This MOU shall be effective from and after the final signature date.

**IN WITNESS WHEREOF**, the parties have affixed their signatures on the dates indicated below.

**MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION**

By: ______________________________ Date: ______________________________
Liz Welch, Executive Director

**CITY OF STARKVILLE**

By: ______________________________ Date: 8-15-2023
Lynn Spruill, Mayor

## EXHIBIT A

The City of Starkville (Main Street Project) shall maintain on file, the following items in relation to the Project:

1. Proof of Advertisement (i.e. copy of the advertisement, MPTAP and/or procurement portal posting, etc.) for any Request for Qualification (RFQ), Request for Proposals (RFP), or Invitation for Bid (IFB).

2. The Program of Work for the Project.

3. All solicitation documents (RFQ, RFP, IFB, etc.).

4. A list of bidders/respondents, including the Bid Tabulation Form/Register of Proposals. For construction awards, include recommendation of the Professional for the award of contract. For items procured by RFQ or RFP, include evaluation committee tally sheets/overall scoring in support of award decision.

5. A copy of all payment requests or invoices for said construction, goods, and services. In the case of construction contractor payment applications, include Professional's approval of payment.

6. All contracts awarded for the Project.

7. All bank statements.

8. Any and all other documentation which may be required to document, to the DFA's satisfaction, that the Project funds are expended **solely** for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU.

# Verification Form

Please read and initial each statement below to verify your understanding of the requirements.

______1) The funds (when funding is available) will be sent to your general account that ties to the vendor number supplied to our office through Paymode.

______2) A separate bank account will have to be opened and you are responsible to transfer the funds to the new bank account. This transfer needs to happen as soon as you receive the funding. This account is only for the funds in HB603. No other funds can be in this account (even if you have received prior funding for the same project).

______3) Quarterly reports are due to the Bond Advisory Division thirty (30) days after each quarter end.

1st quarter – January –March Report due by April 30

2nd quarter – April – June Report due by July 30

3rd quarter – July – September Report due by October 30

4th quarter – October – December Report due by January 30

______4) Bank Statements (from each month of the quarter) and invoices (when there are expenditures) are to be sent with the quarterly report.

______5) Quarterly reports are to be completed even if there were no expenditures for the quarter.

______6) **Bank fees cannot be paid with funds**. Please confirm that no fees will be charged by your bank when the new bank account is opened. If the bank happens to charge fees in error, the bank will have to refund the fees or you will be responsible to pay those fees. This has been a problem with previous funding.

# MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION

DATE: 08/15/2023

PROJECT NAME: Starkville Main St $1,500,000

MAILING ADDRESS: City of Starkville

110 West Main Street

Starkville, MS 39759

## CONTACT UPDATE LIST

**PROVIDE 3 FORMS OF CONTACT INCLUDING: EMAIL ADDRESS AND PHONE NUMBER FOR EACH PERSON**

**(BE SURE TO UPDATE THIS FORM EACH TIME YOU HAVE CHANGES IN PERSONNEL)**

| Name | Phone Number | Email Address |
|---|---|---|
| Lesa Hardin | (662) 323-2525 x3117 | l.hardin@cityofstarkville.org |
| Lynn Spruill | (662) 323-2525 x3108 | l.spruill@cityofstarkville.org |
| Webb Corbin | (662) 323-2525 x3118 | w.corbin@cityofstarkville.org |

AUTHORIZED PERSONNEL SIGNATURE

DFA USE ONLY
COMPLIANCE OFFICER
INITIAL: ______

Government

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter the "MOU") is entered into between the Mississippi Department of Finance and Administration (hereinafter the "DFA") and the City of Starkville (Main Street Project) for the purpose of establishing the agreed upon conditions under which the DFA may disburse funds to assist the City of Starkville in paying costs associated with the local project (hereinafter the "Project") specified in Section 28(nj) of House Bill 603 2023 Regular Legislative Session, Laws of 2023, (hereinafter the "Act"). This MOU is entered into in accordance with Miss. Code Ann. Section 27-104-351, also known as the Line-Item Appropriation Transparency Act, and pursuant to, and subject to the terms of the Act, which authorizes an amount not to exceed ($500,000.00) (hereinafter the "Project Funds"), for the Project. (**PLEASE NOTE THAT IT IS YOUR RESPONSIBILITY TO SPEND THE FUNDS RECEIVED FROM THE STATE IN ACCORDANCE WITH THE ACT AS WELL AS ALL STATE AND FEDERAL LAWS AND REGULATIONS.**)

## RECITALS

**WHEREAS**, Section 28 of House Bill 603, 2023 Regular Legislative Session, authorized expenditures from the 2023 Local Improvements Projects Fund for certain projects; and

**WHEREAS**, pursuant to Section 28(nj) of House Bill 603, 2023 Regular Legislative Session, Laws of 2023, the Legislature has appropriated funds to the City of Starkville to pay the costs of the Project; and

**WHEREAS**, the Act authorizes the DFA to disburse monies in the 2023 Local Improvements Projects Fund to pay the costs of the Project; and

**WHEREAS**, the City of Starkville shall maintain the Project Funds in a separate bank account; and

**WHEREAS**, the DFA has requested the City of Starkville to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein by reference, to the extent the City of Starkville is subject to the State's procurement laws; and

**WHEREAS**, the City of Starkville agrees to expend the funds within thirty-six (36) months from the date of receipt from the DFA; and

**WHEREAS**, the City of Starkville agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, the City of Starkville will immediately notify and consult with the DFA regarding the disposition of the funds, and said funds shall be directed in accordance with the Act; and

**WHEREAS**, the City of Starkville agrees to provide quarterly notarized reports to the DFA which describe and itemize the expenditure of the Project Funds and also provide an update on the status of the Project including future expenditure of the funds. The quarterly reports must be provided on a form designated by the DFA and must include all invoices and bank statements associated with the reported expenditures. The quarterly reports shall be provided within thirty (30) days of each calendar quarter end. The City of Starkville shall also provide to the DFA a final report no more than thirty (30) days after final expenditure of funds, summarizing the expenditures and use of the Project Funds upon completion of the Project. All invoices that have not previously been submitted, shall be submitted upon completion of the Project; and

**WHEREAS**, the DFA finds that it is in the best interest of the DFA and the City of Starkville that the funds on deposit in the 2023 Local Improvements Projects Fund for the City of Starkville (Main Street Project) should be disbursed to the City of Starkville and that the City of Starkville shall directly administer the expenditure of such funds for the Project.

**NOW THEREFORE, IT IS MUTALLY AGREED BY THE MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION AND THE CITY OF STARKVILLE AS FOLLOWS**:

**Section 1**. The DFA, pursuant to the Act, shall disburse the Project Funds from the 2023 Local Improvements Projects Fund upon written request of the City of Starkville to pay the costs associated with the Project.

**Section 2**. The City of Starkville certifies and agrees to make every effort to expend all funds received from the2023 Local Improvements Projects Fund within thirty-six (36) months from the date of receipt and **solely** for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU. Failure of the City of Starkville to adhere to any provision within this MOU may result in immediate action by the State to recover project funds.

**Section 3**. The City of Starkville agrees to procure any necessary construction, goods, and services for the Project in accordance with State procurement laws to the extent the City of Starkville is subject to same. Failure to adhere may cause the DFA to withhold all sums for the Project and seek recovery of same. Further, the City of Starkville agrees to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein, in accordance with State law and the recitals of this MOU.

**Section 4**. The City of Starkville agrees to provide the DFA quarterly notarized reports as set forth hereinabove, in a format designated by the DFA. The quarterly reports shall be provided within thirty (30) days of each calendar quarter end. The City of Starkville shall also provide the DFA with a final report summarizing the expenditures and use of the Project Funds no more than thirty (30) days after final expenditure of the Project Funds.

**Section 5**. The City of Starkville agrees to maintain copies of all invoices, bank statements, and similar documentation for each expenditure of all funds received from the 2023 Local Improvements Projects Fund sufficient to satisfy and confirm, to the DFA's satisfaction, that such funds have been expended **solely** for the costs of the project as authorized and provided by the Act.

**Section 6**. The City of Starkville agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, the City of Starkville will immediately notify and consult with the DFA regarding the disposition of the funds and said funds shall be directed in accordance with the Act.

**Section 7.** The City of Starkville agrees that Project Funds shall be expended in accordance with all State and Federal laws and regulations, and that failure to do so may cause the DFA to withhold funds for the Project or seek recovery of same.

**Section 8**. All notices or information pursuant to this MOU shall be provided as follows:

City of Starkville
Attn: Lynn Spruill, Mayor
110 W. Main Street
Starkville, Mississippi 39759
Phone: 662-323-2525 ext. 3117
Email: l.hardin@cityofstarkville.org

Mississippi Department of Finance and Administration
Attention: Gilda Reyes, Bond Advisory Director
501 North West Street, Suite 1301
Jackson, Mississippi 39201
Telephone: 601-359-5516
Email: Gilda.Reyes@dfa.ms.gov

**Section 9**. This MOU shall be effective from and after the final signature date.

**IN WITNESS WHEREOF**, the parties have affixed their signatures on the dates indicated below.

**MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION**

By: ______________________________ Date: ______________________________
Liz Welch, Executive Director

**CITY OF STARKVILLE**

By: [signature] Date: 8-15-2023
Lynn Spruill, Mayor

## EXHIBIT A

The City of Starkville (Main Street Project) shall maintain on file, the following items in relation to the Project:

1. Proof of Advertisement (i.e. copy of the advertisement, MPTAP and/or procurement portal posting, etc.) for any Request for Qualification (RFQ), Request for Proposals (RFP), or Invitation for Bid (IFB).

2. The Program of Work for the Project.

3. All solicitation documents (RFQ, RFP, IFB, etc.).

4. A list of bidders/respondents, including the Bid Tabulation Form/Register of Proposals. For construction awards, include recommendation of the Professional for the award of contract. For items procured by RFQ or RFP, include evaluation committee tally sheets/overall scoring in support of award decision.

5. A copy of all payment requests or invoices for said construction, goods, and services. In the case of construction contractor payment applications, include Professional's approval of payment.

6. All contracts awarded for the Project.

7. All bank statements.

8. Any and all other documentation which may be required to document, to the DFA's satisfaction, that the Project funds are expended **solely** for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU.

# Verification Form

Please read and initial each statement below to verify your understanding of the requirements.

________1) The funds (when funding is available) will be sent to your general account that ties to the vendor number supplied to our office through Paymode.

________2) A separate bank account will have to be opened and you are responsible to transfer the funds to the new bank account. This transfer needs to happen as soon as you receive the funding. This account is only for the funds in HB603. No other funds can be in this account (even if you have received prior funding for the same project).

________3) Quarterly reports are due to the Bond Advisory Division thirty (30) days after each quarter end.

1st quarter – January –March Report due by April 30

2nd quarter – April – June Report due by July 30

3rd quarter – July – September Report due by October 30

4th quarter – October – December Report due by January 30

________4) Bank Statements (from each month of the quarter) and invoices (when there are expenditures) are to be sent with the quarterly report.

________5) Quarterly reports are to be completed even if there were no expenditures for the quarter.

________6) **Bank fees cannot be paid with funds**. Please confirm that no fees will be charged by your bank when the new bank account is opened. If the bank happens to charge fees in error, the bank will have to refund the fees or you will be responsible to pay those fees. This has been a problem with previous funding.

# MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION

**DATE:** 08/15/2023

**PROJECT NAME:** Starkville Main Street $500,000

**MAILING ADDRESS:** City of Starkville
110 West Main Street
Starkville, MS 39759

## CONTACT UPDATE LIST

**PROVIDE 3 FORMS OF CONTACT INCLUDING: EMAIL ADDRESS AND PHONE NUMBER FOR EACH PERSON**

**(BE SURE TO UPDATE THIS FORM EACH TIME YOU HAVE CHANGES IN PERSONNEL)**

| Name | Phone Number | Email Address |
|---|---|---|
| Lesa Hardin | (662) 323-2525 X 3117 | l.hardin@cityofstarkville.org |
| Lynn Spruill | (662) 323-2525 X 3108 | l.spruill@cityofstarkville.org |
| Webb Corbin | (662) 323-2525 X 3118 | w.corbin@cityofstarkville.org |

AUTHORIZED PERSONNEL SIGNATURE

DFA USE ONLY
COMPLIANCE OFFICER
INITIAL: ______

**8. CONSIDERATION OF APPROVING THE PROPOSAL FROM NEEL SCHAFFER, INC. FOR CONSTRUCTABILITY AND DESIGN REVIEW FOR THE HWY 182 REVITALIZATION PROJECT REDESIGN FOR A LUMP SUM OF $105,000.**

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the August 15, 2023 Official Agenda, and to accept items for consent, whereby the "approval of approving the proposal from Neel Schaffer, Inc. for constructability and design review for the Hwy 182 Revitalization Project redesign for a lump sum of $105,000" is enumerated, this consent item is thereby approved.
The agreement follows this page.

**9. AUTHORIZATION TO APPLY FOR THE TRANSPORTATION ALTERNATIVES PROGRAM WITH THE CITY AND ANY PARTNERS TO PROVIDE A 20% MAXIMUM MATCH FOR THE COST OF THE GRANT IF SELECTED.**

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the August 15, 2023 Official Agenda, and to accept items for consent, whereby the "approval of authorization to apply for the Transportation Alternatives Program with the City and any partners to provide a 20% match for the cost of the grant if selected" is enumerated, this consent item is thereby approved.

The City, in collaboration with Mississippi State University and Oktibbeha County, has previously had great success in obtaining and constructing TA project. The vision for this application is to apply for the remainder of the Spring Street connector, a portion of which will be constructed in the Fall of 2023 with FY22's TA funding.

**10. APPROVAL OF NEEL SCHAFFER, INC. AS THE PREFERRED CONSULTANT TO PROVIDE ENGINEERING AND PLANNING SERVICES FOR THE SAFE STREETS FOR ALL (SS4A) STARKVILLE AND MISSISSIPPI STATE UNIVERSITY ACTION PLAN.**

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the August 15, 2023 Official Agenda, and to accept items for consent, whereby the "approval of Neel Schaffer, Inc. as the preferred consultant to provide engineering and planning services for the Safe Streets for ALL (SS4A) City of Starkville and Mississippi State University Action Plan" is enumerated, this consent item is thereby approved.

A request for Statements of Qualifications (SOQs) for the preparation of the Action Plan for the SS4A grant was advertised and four SOQs were received from the following firms: Garver, LLC, Kimley-Horn & Associates, Volkert, Inc. and Neel Schaffer, Inc. The City of Starkville Consultant Selection Committee met on August 8, 2023 to review the submitted proposals.

Based on this review, the highest-ranking SOQ meeting the necessary requirements was submitted by Neel Schaffer, Inc. The selection committee recommended proceeding with approval of Neel Schaffer, Inc. as the preferred consultant and to begin negotiations with that firm.

**11. ACCEPTANCE OF JULY FINANCIAL STATEMENTS.**

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the August 15, 2023 Official Agenda, and to accept items for consent, whereby the "acceptance of the July financial statements" is enumerated, this consent item is thereby approved.

NEEL-SCHAFFER

August 2, 2023

Mr. Christopher Williams, P.E.
City of Starkville
110 West Main Street
Starkville, MS 39759

REFERENCE: HWY 182 REVITALIZATION PROJECT – CONSTRUCTIBILITY AND DESIGN REVIEW PROPOSAL

Dear Mr. Williams:

Provided herein is our proposal to conduct constructability and design review for the Hwy. 182 Revitalization Project in Starkville, MS. Neel-Schaffer's services will include coordinating with the City's design engineer, Kimley-Horn, on options to produce an alternative set of construction documents that meet MDOT requirements, satisfy the City's needs for revitalization, improve constructability, potentially modify termini, and meet Federal BUILD Grant Requirements. A detailed scope of work is provided below:

Scope of Services:

- Provide design review of existing construction documents.
- Conduct design review and alternative concept review meetings with design engineer.
- Provide oversight over plan revisions.
- Conduct constructability reviews throughout design revisions.
- Review pay item lists.
- Review quantities for major items of work.
- Attend MDOT Office Review Meeting.

We propose to provide these services for a lump sum amount of $105,000. Invoices may be submitted monthly, if applicable, and payment for our services will be due within 30 days of the invoice date and is not dependent on any factor except our ability to provide services in accordance with generally accepted standards of our profession. This proposal or Letter Agreement, including Exhibit A, General Terms and Conditions, and Exhibit B, 2023 Neel-Schaffer Rate Schedule, and Exhibit C Project Timeline represents the entire agreement between Neel-Schaffer, Inc. and The City of Starkville. The agreement and exhibits may only be modified or amended by a duly executed written document.

This Letter Agreement will also allow Neel-Schaffer, Inc. to provide other services to the City of Starkville in accordance with Exhibit A and at the hourly rates shown in Exhibit "B", "2023 Hourly Rates for Professional Services," which is attached to and made a part of this Letter Agreement. Prior to proceeding with future requests for services, we will write a letter to you referencing this Letter Agreement and specifying the scope of services and the estimated fee. Upon your acceptance, we will proceed with the services. Services not included in this agreement, but available as additional services upon request:

- Full quantity takeoffs
- Right-of-Way Services
- Environmental Services

engineers | planners | surveyors | environmental scientists | landscape architects

P: 601.948.3071 | F: 601.948.3178
4450 Old Canton Road, Suite 100, Jackson, MS 39211
P.O. Box 22625, Jackson, MS 39225-2625
www.neel-schaffer.com

- Survey
- Construction Phase Services
- Bid Phase Services

We appreciate the opportunity to provide these services to you and look forward to working with you.

Sincerely,

NEEL-SCHAFFER, INC.

Graham Legate, P.E.
Construction Management Discipline Leader

GWL:gwl

Attachments: Exhibit A - General Terms and Conditions
Exhibit B - 2023 Neel-Schaffer Rate Schedule
Exhibit C – Project Timeline

ACCEPTED:

(INSERT CLIENT'S NAME)

BY: ______________________________

Date: ______________________________

# EXHIBIT A
# 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.

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 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.

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 A**
# **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

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

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.

[The remainder of this page intentionally left blank]

# EXHIBIT B

## NEEL-SCHAFFER, INC.
## 2023 RATE SCHEDULE FOR PROFESSIONAL SERVICES

| EMPLOYEE CLASSIFICATION | POSITION | HOURLY RATE |
|---|---|---|
| P-8, P-9 | Officer, Senior Engineer Manager or Survey Manager | $265.00 |
| P-7 | Engineer Manager/Professional IV | $235.00 |
| P-6 | Senior Project Manager/Professional III | $205.00 |
| P-5 | Project Manager/Professional II | $165.00 |
| P-4 | Professional I | $135.00 |
| P-1, P-2, P-3 | Professional Intern | $115.00 |
| T-6 | Senior Certified Engineering Technician | $150.00 |
| T-5 | Certified Engineering Technician/Supervisory Technician | $130.00 |
| T-4 | Technician IV/ Inspector IV/ Surveyor IV | $115.00 |
| T-3 | Technician III/Inspector III//Survey Crew Chief | $105.00 |
| T-2 | Technician II/Inspector II/Survey Instrument Person | $90.00 |
| T-1 | Technician I/Inspector I/Survey Assistant | $80.00 |
| T-1 | Student Intern | $45.00 |
| A-4 | Senior Administrative | $90.00 |
| A-3 | Senior Clerical | $85.00 |
| A-2 | Clerical | $65.00 |
| A-1 | Assistant Clerical | $55.00 |
| | Three-Member Survey Party | $205.00 |
| | Two-Member Survey Party | $160.00 |
| | One-Member Survey Party | $125.00 |

"Professional" positions include engineer, architect, geologist, scientist, landscape architect, and planner.

"Technician" positions include engineering, soil, architecture, planning, GIS and information technology.

### REIMBURSABLE EXPENSE SCHEDULE

| EXPENSE | COST |
|---|---|
| Vehicle Mileage | $0.625/mile |
| Traffic Counter/Video Monitor | $10.00/day |

All other expenses, including contract reproduction/printing, travel and subsistence, parking, communications, equipment rental, postage and overnight mail, and supplies will be reimbursed at actual cost.
Use State or Federal Rates for mileage, travel and subsistence where necessary and/or required.

The hourly rates as shown on this rate schedule shall be subject to equitable adjustment on an annual basis due to increased costs and the rate of inflation.

Hwy 182 Revitalization Project - Starkville, MS

Anticipated Timeline
TASK filter: All Activities

Print Date Aug-02-23 11:39
Data DateAug-15-23

| Activity ID | Activity Name | Original Duration | Remaining Duration | Early Start | Early Finish | Late Start | Late Finish | Total Float |
|---|---|---|---|---|---|---|---|---|
| **Hwy 182 Revitalization Project - Starkville, MS** | | 1024d | 1024d | Aug-15-23 | Sep-24-27 | Aug-15-23 | Sep-24-27 | 0d |
| **Pre-Construction Phase** | | 225d | 225d | Aug-15-23 | Jul-11-24 | Aug-15-23 | Jul-11-24 | 0d |
| A1000 | Revise Construction Documents | 100d | 100d | Aug-15-23 | Jan-12-24 | Aug-15-23 | Jan-12-24 | 0d |
| A1210 | Design revisions - NTP (08/15/2023) | 0d | 0d | Aug-15-23 | | Aug-15-23 | | 0d |
| A1010 | Submit Office Review Set to MDOT | 1d | 1d | Jan-15-24 | Jan-15-24 | Jan-15-24 | Jan-15-24 | 0d |
| A1020 | MDOT Review Office Review Set | 10d | 10d | Jan-16-24 | Jan-29-24 | Jan-16-24 | Jan-29-24 | 0d |
| A1030 | Office Review Meeting | 1d | 1d | Jan-30-24 | Jan-30-24 | Jan-30-24 | Jan-30-24 | 0d |
| A1040 | Address Comments from Office Review | 20d | 20d | Jan-31-24 | Feb-27-24 | Jan-31-24 | Feb-27-24 | 0d |
| A1050 | Submit PS&E Assembly to MDOT | 1d | 1d | Feb-28-24 | Feb-28-24 | Feb-28-24 | Feb-28-24 | 0d |
| A1060 | MDOT Review PS&E Assembly | 10d | 10d | Feb-29-24 | Mar-13-24 | Feb-29-24 | Mar-13-24 | 0d |
| A1070 | MDOT Provide Authority to Advertise | 0d | 0d | | Mar-13-24 | | Mar-13-24 | 0d |
| A1080 | Project Advertises | 21d | 21d | Mar-14-24 | Apr-12-24 | Mar-14-24 | Apr-12-24 | 0d |
| A1090 | Bid Opening | 1d | 1d | Apr-15-24 | Apr-15-24 | Apr-15-24 | Apr-15-24 | 0d |
| A1100 | Contract Development | 60d | 60d | Apr-16-24 | Jul-11-24 | Apr-16-24 | Jul-11-24 | 0d |
| **Construction Phase** | | 522d | 522d | Jul-12-24 | Aug-14-26 | Jul-12-24 | Aug-14-26 | 0d |
| A1110 | Notice to Proceed - Construction | 0d | 0d | Jul-12-24 | | Jul-12-24 | | 0d |
| A1120 | Construction Timeframe (2 years) | 522d | 522d | Jul-12-24 | Aug-14-26 | Jul-12-24 | Aug-14-26 | 0d |
| A1130 | Complete Construction | 0d | 0d | | Aug-14-26 | | Aug-14-26 | 0d |
| **Post-Construction/Closeout Phase** | | 277d | 277d | Aug-17-26 | Sep-24-27 | Aug-17-26 | Sep-24-27 | 0d |
| A1140 | Final Inspection | 2d | 2d | Aug-17-26 | Aug-18-26 | Aug-17-26 | Aug-18-26 | 0d |
| A1150 | Punchlist | 14d | 14d | Aug-19-26 | Sep-08-26 | Aug-19-26 | Sep-08-26 | 0d |
| A1160 | Release of Maintenance | 30d | 30d | Sep-09-26 | Oct-20-26 | Sep-09-26 | Oct-20-26 | 0d |
| A1170 | Closeout documentation submitted to MDOT | 30d | 30d | Oct-21-26 | Dec-03-26 | Oct-21-26 | Dec-03-26 | 0d |
| A1180 | MDOT review closeout documentation | 21d | 21d | Dec-04-26 | Jan-11-27 | Dec-04-26 | Jan-11-27 | 0d |
| A1190 | FHWA review closeout documentation | 180d | 180d | Jan-12-27 | Sep-24-27 | Jan-12-27 | Sep-24-27 | 0d |
| A1200 | Project closed out completely | 0d | 0d | | Sep-24-27 | | Sep-24-27 | 0d |

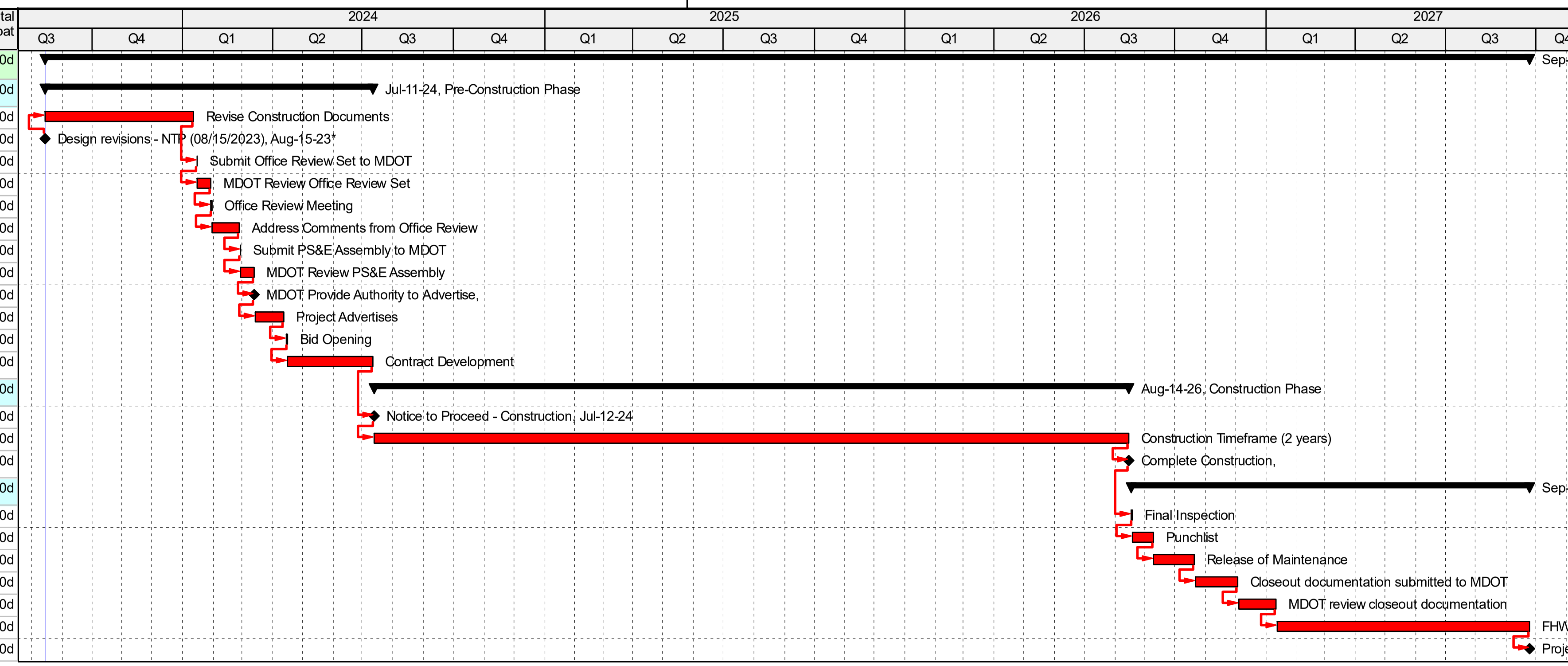


Exhibit C - Project Timeline

Actual Level of Effort
Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone
summary



NEEL-SCHAFFER

## 12. ACCEPTANCE OF FY23 BUDGET ADJUSTMENTS

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the August 15, 2023 Official Agenda, and to accept items for consent, whereby the "approval of the FY23 budget adjustments as presented" is enumerated, this consent item is thereby approved.

**Fund 001 - General Fund**

| | | | |
|---|---|---|---|
| 001-000-250-620 | Project Peace | | 4,500.00 |
| 001-000-230-036 | Fire Homeland Security Grant 22HS347 | | 22,000.00 |
| 001-000-230-035 | HMEP/LEPC Grant | | 10,800.00 |
| 001-110-501-200 | Supplies - Court | 500.00 | |
| 001-110-690-553 | Travel, Training, Dues - Court | | 500.00 |
| 001-123-625-380 | Camera Operating Expenses | 1,250.00 | |
| 001-123-600-300 | Web Site Svcs, Software | 3,750.00 | |
| 001-123-918-805 | Equipment & Pymts | 20,000.00 | |
| 001-123-430-107 | IT Tech/Support | 4,000.00 | |
| 001-142-430-108 | Part Time | | 15,500.00 |
| 001-180-430-105 | Salary-Manager & Assistant | | 50,000.00 |
| 001-180-430-108 | Part Time/Intern/Reception | | 10,000.00 |
| 001-190-501-200 | Supplies | 100.00 | |
| 001-190-610-350 | Travel | | 100.00 |
| 001-191-440-107 | Project Peace Employees | 4,500.00 | |
| 001-191-440-114 | Hourly Reimb | | 10,000.00 |
| 001-192-600-338 | Contract Services | 12,000.00 | |
| 001-192-625-380 | Utilities | 6,000.00 | |
| 001-600-901-812 | Municipal Building Fund | | 10,000.00 |
| 001-201-420-103 | Police Officers | | 82,067.00 |
| 001-201-420-105 | Police Management | | 30,000.00 |
| 001-201-918-809 | Equipment & Software | 6,000.00 | |
| 001-245-690-552 | Dispatcher Training | 1,000.00 | |
| 001-245-440-108 | Part Time / Temporary | | 1,000.00 |
| 001-254-450-125 | Overtime | 7,500.00 | |
| 001-254-460-130 | Retirement Contributions | 2,600.00 | |
| 001-254-470-131 | Social Security Contributions | 1,400.00 | |
| 001-254-420-103 | Staff Salaries | 11,000.00 | |
| 001-261-820-876 | Bankfirst 2022 Durango | 20.00 | |
| 001-261-918-805 | Equip / Fire Turnouts | 20,000.00 | |
| 001-261-740-560 | Homeland Security Grant 22HS347 | 23,447.00 | |
| 001-261-730-540 | HMEP/LEPC Grant | 13,500.00 | |
| 001-261-491-135 | Workers Compensation | 5,900.00 | |
| 001-261-450-126 | Overtime - Unscheduled | 110,000.00 | |
| 001-261-460-130 | Retirement Contributions | 22,000.00 | |
| 001-261-470-131 | Social Security Contributions | 10,000.00 | |
| 001-261-420-103 | Firemen Salaries | 18,000.00 | |
| 001-281-430-107 | Hourly - Clerical | | 20,000.00 |
| 001-301-440-114 | Hourly - Labor | | 50,000.00 |
| 001-360-450-125 | Overtime | 6,000.00 | |
| 001-360-450-127 | On-Call Pay | 240.00 | |
| 001-360-460-130 | Retirement Contributions | 1,600.00 | |

**Budget Adjustments**
**Continued**

| | | Increase Expense/ Decrease Revenue | Decrease Expense / Increase Revenue |
|---|---|---|---|
| 001-360-470-131 | Social Security Contributions | 800.00 | |
| 001-360-420-105 | Salary-Management | 1,200.00 | |
| 001-360-440-114 | Salaries - Animal Control Officers | 2,160.00 | |
| **Fund 002 - Restricted Police Fund** | | | |
| 002-000-330-179 | Drug Education Fund | | 1,500.00 |
| 002-251-501-200 | Supplies | 1,000.00 | |
| 002-251-501-210 | National Night Out on Crime | 500.00 | |
| **Fund 003 - Restricted Fire Fund** | | | |
| 003-560-501-200 | Code Rebate Supplies | 30.00 | |
| 003-560-990-990 | Ending Cash | | 30.00 |
| **Fund 015 - Airport Fund** | | | |
| 015-505-541-237 | Operating Supplies | 1,000.00 | |
| 015-505-600-338 | Contract & Legal Services | 1,000.00 | |
| 015-505-620-370 | Insurance | 7,000.00 | |
| 015-505-691-550 | Miscellaneous | 150.00 | |
| 015-000-341-648 | Airport Lease | | 2,500.00 |
| 015-000-354-612 | Miscellaneous Revenue | | 2,000.00 |
| 015-000-373-647 | 100LL AV Gas Sold | | 4,650.00 |
| **Fund 300 - Capital Projects Fund** | | | |
| 300-000-950-900 | Transfer to Fund 313 City Match | 32,150.00 | |
| 300-301-912-808 | Street Improvements | | 32,150.00 |
| **Fund 313 - Spring/Hwy 12 Linkage Tap** | | | |
| 313-653-903-851 | Spring/Hwy 12 TAP City Match | 32,150.00 | |
| 313-000-260-085 | Transfer from Capital Projects Fund | | 32,150.00 |
| **Fund 375 - 2% & 1% Funds** | | | |
| 375-551-907-942 | Existing Park Improvements | 90,000.00 | |
| 375-551-600-296 | Management Fees - Parks | 195,000.00 | |
| 375-000-260-081 | Tourism Tax - 2% | | 90,000.00 |
| 375-000-260-084 | Tourism Tax - 1% | | 195,000.00 |

**13. CONSIDERATION FOR THE CITY CLERK'S OFFICE TO ADVERTISE FOR SOURCE OF SUPPLY FOR THE STREET AND SANITATION (GENERAL CITY) FOR PERIOD OF 10.1.23 – 9.30.24.**

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the August 15, 2023 Official Agenda, and to accept items for consent, whereby the "approval for the City Clerk's Office to advertise for source of supply for the Street and Sanitation (General City) for the period of October 1, 2023 – September 30, 2024" is enumerated, this consent item is thereby approved.

**14. CONSIDERATION OF ACCEPTING THE QUOTE FROM EMPIRE TRUCK LLC, TO PERFORM NEEDED REPAIRS TO ENGINE 5 IN THE AMOUNT OF $11,464.22, WITH EMPIRE BEING THE NEAREST CERTIFIED REPAIR SHOP IN ORDER TO DECREASE THE AMOUNT OF TIME ENGINE 5 IS OUT OF SERVICE.**

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the August 15, 2023 Official Agenda, and to accept items for consent, whereby the "approval of accepting the quote from Empire Truck LLC, to perform needed repairs to Engine 5 in the amount of $11,464.22, with Empire being the nearest certified repair shop in order to decrease the amount of time Engine 5 is out of service" is enumerated, this consent item is thereby approved.

**15. REQUEST EMERGENCY AUTHORIZATION FOR REPAIRS FOR ENGINE 3 AT WATERS TRUCK AND TIRE SERVICE IN COLUMBUS, MS, WHERE IT WAS TOWED, 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 Vaughn, and adopted by the Board to approve the August 15, 2023 Official Agenda, and to accept items for consent, whereby the "approval of emergency authorization for repairs for Engine 3 at Waters Truck and Tire Service in Columbus, MS, where it was towed, 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.

**16. APPROVAL TO HIRE CALEB CAMPBELL AND CALEB PUGH AS ENTRY LEVEL FIREFIGHTERS IN THE STARKVILLE FIRE DEPARTMENT.**

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the August 15, 2023 Official Agenda, and to accept items for consent, whereby the "approval to hire Caleb Campbell and Caleb Pugh as Entry Level Firefighters" is enumerated, this consent item is thereby approved.

**17. CONSIDERATION TO HIRE JILLIAN DUTCHER AS THE TEMPORARY FULL-TIME DEPUTY COURT CLERK IN THE MUNICIPAL COURT DEPARTMENT.**

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the August 15, 2023 Official Agenda, and to accept items for consent, whereby the "approval to hire Jillian Dutcher as the temporary full-time Deputy Court Clerk for a period of six months" is enumerated, this consent item is thereby approved.

**18. CONSIDERATION TO HIRE CARL BAPTIST AND TYLER JEFFERSON AS TEMPORARY SANITATION WORKERS IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.**

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the August 15, 2023 Official Agenda, and to accept items for consent, whereby the "approval to hire Carl Baptist and Tyler Jefferson as non-benefits eligible. Temporary Sanitation Workers" is enumerated, this consent item is thereby approved.

**19. CONSIDERATION OF THE DISCIPLINE RECOMMENDED BY STARKVILLE FIRE CHIEF CHARLES YARBROUGH AS A RESULT OF ARTICLE 6.1005 FOR A STARKVILLE FIREFIGHTER.**

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the August 15, 2023 Official Agenda, and to accept items for consent, whereby the "approval of the discipline recommended by Starkville Fire Chief Charles Yarbrough as a result of article 6.1005 for a Starkville Firefighter" is enumerated, this consent item is thereby approved.

**20. CONSIDERATION TO MODIFY THE FISCAL NOTE FOR THE PAYROLL/HUMAN RESOURCES ASSISTANT POSITION FOR THE HUMAN RESOURCES AND UTILITIES DEPARTMENT.**

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the August 15, 2023 Official Agenda, and to accept items for consent, whereby the "approval to modify the fiscal note for the Payroll/Human Resources Assistant position for the Human Resources and Utilities Department" is enumerated, this consent item is thereby approved.

This is a shared position between the City of Starkville and Starkville Utilities with 60% out of General Fund/15% out of Electric/ & 25% out of Water, split between the Human Resources and Utilities Department.

**21. CONSIDERATION OF THE PROMOTION OF MARQUANDRIC STARKS TO THE RANK OF SERGEANT IN THE STARKVILLE FIRE DEPARTMENT.**

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the August 15, 2023 Official Agenda, and to accept items for consent, whereby the "approval of the promotion of Marquandric Starks to the rank of Sergeant in the Starkville Fire Department" is enumerated, this consent item is thereby approved.

**22. CONSIDERATION OF THE ACCEPTANCE OF THE BUSINESS AND OPERATING PLAN FROM SPORTS FACILITIES MANAGEMENT.**

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the August 15, 2023 Official Agenda, and to accept items for consent, whereby the "acceptance of the Business and Operating Plan from Sports Facilities Management" is enumerated, this consent item is thereby approved.
The plan follows this page.

**23. CONSIDERATION OF THE LOWEST QUOTE FROM LIVE WIRE ELECTRIC QUOTE FOR ELECTRICAL HOOK UPS IN THE TRAVIS OUTLAW CENTER FOR THE CURTAIN INSTALLATION IN THE AMOUNT OF $15,000.**

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the August 15, 2023 Official Agenda, and to accept items for consent, whereby the "approval of the lowest from Live Wire Electric quote for Electrical hook ups in the Travis Outlaw Center for the curtain installation in the amount of $15,000" is enumerated, this consent item is thereby approved.

Two quotes received: Live Wire Electric - $15,000.00 and Doss Electric - $ 27,900.00

THE SPORTS FACILITIES MANAGEMENT

CITY OF STARKVILLE PARKS & RECREATION MISSISSIPPI

ANNUAL OPERATING

# BUSINESS & OPERATING PLAN

PREPARED FOR:
CITY OF STARKVILLE

DATE ISSUED:
30 JUNE 2023

TO IMPROVE THE HEALTH & ECONOMIC VITALITY OF THE COMMUNITIES WE SERVE

THE SPORTS FACILITIES COMPANIES

FOUNDED IN 2003

# TABLE OF CONTENTS



# EXECUTIVE SUMMARY

## 2022 - 2023 FISCAL YEAR

In the past year, Starkville Parks and Recreation experienced remarkable success, recording record-breaking revenue. The implementation of strategic initiatives and targeted marketing campaigns played a vital role in attracting more visitors and generating increased financial gains. This achievement reflects the organization's commitment to providing high-quality recreational facilities and services to the community.

Moreover, Starkville Parks and Recreation witnessed a surge in participation across various programs and activities. By offering diverse and engaging options, such as sports leagues, fitness classes, and cultural events, the organization successfully captured the interest of a broad range of individuals, resulting in a significant boost in community engagement.

To further enhance the visitor experience, Starkville Parks and Recreation expanded its food and beverage operations. By introducing new concession stands, food trucks, and partnering with local vendors, the organization not only increased convenience but also created additional revenue streams. These efforts contributed to a more enjoyable and satisfying experience for park-goers.

However, with the increased popularity and success, Starkville Parks and Recreation faced challenges related to excess growth and weather cancellations. The surge in demand necessitated careful management of resources and facilities to accommodate the growing number of visitors effectively. Additionally, adverse weather conditions led to occasional cancellations of outdoor activities, posing temporary setbacks in operational efficiency.

In conclusion, Starkville Parks and Recreation demonstrated exceptional performance in terms of record revenue, increased participation, and expanded food and beverage operations. These accomplishments reflect the organization's commitment to providing outstanding recreational opportunities for the community. While challenges related to excess growth and weather cancellations emerged, the organization remains dedicated to overcoming these obstacles and delivering exceptional experiences to residents and visitors alike.

## MISSION

Our mission is to provide safe, diverse, and inclusive programs, leagues, special events, and partnerships to the entire Starkville Community that will enrich their quality of life. We strive to operate attractive, clean, and safe parks, top-notch facilities for sporting opportunities, quality recreational programs, and events that benefit Starkville's physical, social, and economic vitality.

## VISION

We strive to provide opportunities to promote mental and physical health while generating pride within the Starkville community.

# FISCAL YEAR
# 2023 - 2024 GOALS

## OUR GOALS ARE YOUR GOALS. HERE ARE OUR TOP PRIORITIES TO CONTINUE TO SERVE YOU.

### Goal: Improve the Financial Performance of the Organization
- Monitor and analyze financial data
- Increase revenue opportunities
- Implement cost reduction and avoidance measures

### Goal: Improve Playable Turf Surfaces
- Hire an experienced professional to lead Turf operations
- Leverage technology, trainings and experience to provide premier playing surface
- Communicate & Tournament Directors and local athletic teams to gain desired playing surface

### Goal: Increase Communication
- Fostered open communication and dialogues
- Created and shared organizational content
- Present materials at community events

### Goal: Increase Sports Tourism
- Made improvements to Park's infrastructure
- Invested in Grass Root programs, activities and businesses
- Increased our data base of tournaments directors

### Goal: Increase Revenue
- Attracted new users and increased participation
- Enhanced customer experience
- Optimized marketing and advertising efforts


# YEAR IN REVIEW

## STARKVILLE PARKS & RECREATION DESPITE EXPERIENCING CONSTRUCTION DELAYS WE EXPERIENCED A RECORD SETTING YEAR.

The 2022-2023 fiscal year has been a year of record performances. The commitment to Starkville and the community has resulted in new record highs while persevering through the delayed opening of Cornerstone Park, facility closures for construction projects, and massive organizational growth. Overcoming these obstacles has not been easy, and it exemplifies the strength of our organization through true dedication to the community of Starkville.

The Community program started this year with a new soccer program that brought in over 470 participants. The season continued with record-breaking participation numbers in youth sports which included, youth basketball, youth flag football, youth softball, youth track & field, and swim lessons.  The adult softball league also saw sizable growth with the number of teams doubling from the previous year. We are proud to announce that not only did we exceed last year's participation by 1,100 participants, but we also achieved an all-time high number of participation with a record of 3,048 participants year- to-date.

The food and beverage operation has seen sizable growth over the last year. Throughout the year, the league night concessions saw 183% sales growth, increasing the nightly average from $93 to $178 per night. With the delays of Cornerstone Park and numerous tournament cancelations, tournament concession operations have not seen the same level of improvement.

This past year sports tourism has been hampered by rainouts and construction delays. Cornerstone Park had several challenges, mainly construction delays. Because of the delays, no tournaments were held there even though 12 out of 16 weekends were booked from March through June. With two of the three quads completed in late May, we were only able to host 3 tournaments. The current Cornerstone schedule from July to December has been filling up with 12 weekends booked. To diversify our tournaments offerings, we also held 3 youth basketball show cases, 1 youth volleyball tournament, and a beauty pageant.

In marketing and sponsorship, we have managed to continue increasing the number of partnerships to well over 100. The Marketing department has been working to continue to expand on last year's success with increasing Park and Recreation page views by 30,000 or 360% and increasing the direct email database by 23%. Sponsorship has been heavily supported with 25 of 27 fields having been sponsored along with Cornerstone Plaza and the playground. Team sponsorships have also been impressive with nearly 94% of youth teams having been sponsored.

The Starkville Parks operations have also seen some changes and improvements. For operational security we launched the ID cards at the Travis Outlaw Center and at Moncrief pool. Currently, we have about 1600 accounts and 11,000 general usage visits this year. In addition, our staff has also grown by 78% with, most of the staff, working in a part-time role to support events and concessions. Several full-time members have been added with the primary focus of acquiring a Field Turf specialist to help with maintenance and  programs so we could reduce the number of contracted needs and perform these tasks in-house.

Overall, the year has been difficult with ongoing construction disruptions and delays, but it has not overshadowed the major accomplishments this organization has achieved such as, increasing program participation, program diversification, and community engagement while experiencing unprecedented staffing growth and revenue generation. These results are due to the commitment of Sports Facilities Company and the Starkville Parks and Recreational staff, but most importantly it is due to the commitment of Starkville's community and all the amazing residents.

**Brandon F. Doherty**
SFC General Manager
Starkville, MS

# COMMUNITY PROGRAMMING



## Highlights

- Increased participation by 158% to over 3,000
- 9 youth and adult leagues
- Held 4 special events
- Supported 17 separate city-wide events
- 4 new program activations
    - Lacrosse MSU
    - Youth Volleyball
    - Futsal
    - Soccer

## Opportunities

- 5k/10K races
- Pickleball leagues and tournaments
- 4 community wide social programs
- Soccer Rec+
- Competitive team leagues for youth baseball & softball

## Obstacles

- Umpires and referees
- Usable space
- Timing of activities

# FOOD & BEVERAGE


## OVERVIEW

Food and Beverage operation was in a growing phase in FY22-23. The increased programming led to increased league nights and opportunities to generate additional revenue. The Cornerstone Park delay heavily impacted the expected revenue, forcing us to look for other ways to generate income within the food and beverage department.

### Achievements

- Increased average nightly revenue from $93 to $178 per night
- Maintained COGS percentage
- Build out food trailers for Cornerstone

### Opportunities

- Attend events with mobile food trailer
- Replace equipment with larger usable equipment
- Streamline inventory levels
- Catering for events

# THE SFC/STARKVILLE OPERATING TEAM

SPORTS FACILITIES MANAGEMENT

**Brandon Doherty**
General Manager

- **Joe Dan Baker** — **Operation (interim)**
- **Kristi Liddell** — Finance Manager
- **Erica Rivers** — Marketing Manager
- **Whitney McCarter** — Food & Beverage Manager
- **Joseph Williams** — Park Maintenance Manager

# LABOR & EMPLOYMENT

22 Full Time Employees
38 Part Time Employees

78% Growth in FY22-23

# MARKETING

Clark Beverage Group | Academy Sports & Outdoors | WCBI News | Peachtree Hotels

Mitchell Eye Care | Chick-Fil-A Starkville | The Lodge by Alumni Hall | Spruill Property Management

Security Solutions | Parker McGill | Starkville Properties | Southern Billiards

Zaxby's | Pinelake Church | Smoothie King | Warner Family Dentistry & Med Spa

Ferguson & Coats | Modern Woodmen of America - Barbara Coats | Ford Vision Clinic | Shelter Insurance - Lucius Agency

Lauren George Fitness | Southern Dirt Company | Mississippi Land Bank | Johnson Timber Co., LLC

Doodlebugs - A Southern Style Children's Store | Starkville Smiles | SGK Landscapes | Hi Yall! Made in the South

The UPS Store | Renasant Bank | Gentry Signs | Professional Grounds Maintenance, LLC

## OVERVIEW

Starkville Parks and Recreation has made incredible strides in Marketing and Sponsorship this calendar year, as seen in these many partnerships. The primary marketing and sponsorship focus for 2023-2024 is to strengthen community partnerships and further improve our reputation within the community through better communication.

**2023 – 2024 Goals:**

- Establish an Annual Report to distribute to our patrons, detailing our accomplishments from the previous calendar year.
- Establish a working calendar populated by our sponsors' media activation events at Cornerstone/Starkville Parks, as well as our own media activation events at their business locations. Sponsor cultivation and community partnership is at the top of our priority list to continually build our brand and better our reputation in the community.
- Strategically cross-market Starkville Parks community offerings across our multiple locations. (Moncrief Pool, Cornerstone, Travis Outlaw, etc.)
- Create singular website purpose
- Better labeling of web address on materials

## 2022-2023 HIGHLIGHTS

- Team Sponsors- 94% of all recreation youth teams received sponsorship
- 25/27 of SPR recreational fields have been sponsored
- SPX Diamonds – 8 of 8 contracted
- CSP Diamonds –11 of 12 contracted
- CSP Playground – contracted
- CSP Plazas – 1 of 2 contracted
- Community offerings ranging from Fourth of July fireworks show, Easter egg hunt, Christmas visit for special needs children at TK Martin Center, Academy Sports shopping spree, underprivileged children enrolled in Jeffrey Simmons football camp, and more.

### FUTURE SPONSORSHIP OPPORTUNITIES

- Splash pad – JL King Park / McKee Park
- Playground (all parks)
- Sportsplex gymnasium
- McKee pickleball courts


## OVERVIEW

Starkville has been investing in applications and systems to assist with managing the larger volume of work. These systems help create safer and more efficient ways to conduct business. It has also allowed us to make data driven decisions to help the organization succeed.

**CivicRec**

- Online registration / rental
- Facility access with key card
- Point of Sale system

**Perry Weather**

- Weather alerts
- Notification to tournament directors
- Big box notification on the fields

**Alarm.com**

- Key fob access to only authorized areas
- Notification off access
- Improvement on key control over multiple facilities

**Clover**

- Point of Sale system for Food & Bev
- Inventory controls
- Cost of goods calculations

# CAPITAL IMPROVEMENTS





## OVERVIEW

Capital projects funded through the City of Starkville:

**Travis Outlaw Center:**
- Resurfacing of the wood floors in the gym
- Addition of gym dividers
- Repair of water damage from a leaking roof

**Pool:**
- Wall repair
- Bathroom roof
- Fiberglass pool repair
- Building plumbing

**Playground:**
- Damaged parts replacement
- New mulch
- Swing repairs
- Installed ADA access points

**Other Projects:**
- Pickleball courts
- McKee Park – Splash pad/ playground/dog park
- JL King – football field lights, bathroom, splash pad
- Patriot Park – parking and bathroom
- Sportsplex – drainage and parking lot

# ACTIVITY CALENDAR



| Name | Date (If just one Day) |
|---|---|
| MSU Home / Western Kent. | 7-Oct-23 |
| National Breast Cancer Awareness Month | 2-Oct-23 |
| Youth Soccer | 9-Oct-23 |
| Fall RecPlus | 10-Oct-23 |
| Bulldog Bash | 20-Oct-23 |
| Trunk or Treat | 30-Oct-23 |
| Splash Pad Closes | 31-Oct-23 |
| MSU Home / Southern Miss | 18-Nov-23 |
| National Gratitude Month | 1-Nov-23 |
| Election Day | 7-Nov-23 |
| Veteran's Day | 10-Nov-23 |
| Closed / Black Friday | 26-Nov-23 |
| Youth Soccer Celebration | 16-Nov-23 |
| Thanksgiving | 23-Nov-23 |
| MSU Home / Egg Bowl | 23-Nov-23 |
| Pickleball Tournament | 25-Nov-23 |
| Christmas Parade | 27-Nov-23 |
| Christmas Bazaar | 1-Dec-23 |
| Volleyball Tournament | 2-Dec-23 |
| Closed | 25-Dec-23 |
| Futsol Tournament | 9-Dec-23 |
| Santa Pics | 16-Dec-23 |
| Mutt Dog Day | 16-Dec-23 |
| Christmas | 24-Dec-23 |
| Human Trafficking Prevention Month | 1-Jan-24 |
| Youth Basketball | 4-Jan-24 |
| Video Game Tournament | 15-Jan-24 |
| MLK Day | 15-Jan-24 |
| Basketball Tournament | 15-Jan-24 |
| Cornhole Tournament | 27-Jan-24 |
| Women in Sports Month | 1-Feb-24 |
| Daddy/Daughter Dance | 16-Feb-24 |
| Youth Basketball Finals | 2-Mar-24 |
| Youth Baseball | 4-Mar-24 |
| Youth Softball | 4-Mar-24 |
| Spring RecPlus | 19-Mar-24 |

| Name | Date (just one Day) |
|---|---|
| Splash Pad Opens | 1-Apr-24 |
| Adult Pickleball | 1-Apr-24 |
| Adult Basketball Tournament | 20-Apr-24 |
| Arbor Day | 26-Apr-24 |
| May the 4th/Star Wars Day | 4-May-24 |
| 5K Awareness Run / Nat Child Safety | 25-May-24 |
| Memorial Day | 25-May-24 |
| Pool Opens | 25-May-24 |
| Adult Softball | 10-Jun-24 |
| Youth Track and Field | 22-Jun-24 |
| Youth Kickball | 25-Jun-24 |
| Vehicle Prevention Month | 4-Jul-24 |
| July 4th Celebration | 4-Jul-24 |
| Simmons Camp | 5-Jul-24 |
| Youth Flag Football | 1-Aug-24 |
| National Night Out | 6-Aug-24 |
| 5K Fun Run / Hannah Pote | 24-Aug-24 |
| Labor Day | 2-Sep-24 |
| Pool Closes | 7-Sep-24 |
| Doggy Dip | 9-Sep-24 |
| 5-10K Suicide Prevention Run | 14-Sep-24 |
| Adult Pickleball | 25-Sep-24 |

**24. CONSIDERATION OF THE LOWEST QUOTE FROM PARKER SAND & GRAVEL FOR MASON SAND TO RESURFACE THE CORNERSTONE PARK OUTFIELDS IN THE AMOUNT OF $ 6,300.00 IF AVAILABLE IN NEXT SIX WEEKS AND THE NEXT LOWEST QUOTE OF $9,000.00 FROM RONNIE JONES CONST. IF NOT AVAILABLE FROM PARKER.**

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the August 15, 2023 Official Agenda, and to accept items for consent, whereby the "approval of the lowest quote from Parker Sand & Gravel for Mason sand to resurface the Cornerstone Park Outfields in the amount of $6,300.00 if available in next six weeks and the next lowest quote of $9,000.00 from Ronnie Jones Const. if not available from Parker" is enumerated, this consent item is thereby approved.

| | |
|---|---|
| Quotes Received (includes delivery): | Parker Sand & Gravel - $ 6,300.00 |
| | Ronnie Jones Const. - $ 9,000.00 |
| | Quinn Dirt Service - $ 9,750.00 |
| | Southern Dirt Co. - $12,750.00 |

**25. CONSIDERATION OF THE APPROVAL OF A CONTRACT WITH EAST LEE BOULEVARD WATER ASSOCIATION FOR FIRE PROTECTION SERVICE USING THEIR EXISTING WATER LINES AND FIRE HYDRANTS.**

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the August 15, 2023 Official Agenda, and to accept items for consent, whereby the "approval of the contract with East Lee Boulevard Water Association to provide fire protection through their existing water supply lines and hydrants as are currently existing in the neighborhood" is enumerated, this consent item is thereby approved.
The contract follows this page.

**26. CONSIDERATION OF WORK AUTHORIZATION 23-02 FROM CLEARWATER CONSULTANTS TO PROVIDE ENGINEERING CONTRACT SERVICES RELATED TO ACTIVITIES AT THE STARKVILLE WASTEWATER TREATMENT PLANT.**

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the August 15, 2023 Official Agenda, and to accept items for consent, whereby the "approval of Work Authorization 23-02 from Clearwater Consultants to provide engineering contract services related to activities at the Starkville Wastewater Treatment Plant" is enumerated, this consent item is thereby approved.

The work authorization with Clearwater follows the contract with East Lee Blvd Water Association.

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

**AGREEMENT BETWEEN THE CITY OF STARKVILLE AND EAST LEE BOULEVARD WATER ASSOCIATION FOR THE PROVISION OF FIRE PROTECTION SERVICES TO THE CUSTOMERS OF EAST LEE BOULEVARD WATER ASSOCIATION**

**THIS AGREEMENT**, is made and entered into this date, by and between the City of Starkville, Mississippi ("City") and East Lee Boulevard Water Association, ("Association");

**WITNESSETH**

**WHEREAS,** the Association has possession and ownership of the water infrastructure to include water lines and fire hydrants in a designated area within the city limits of Starkville, Mississippi; and

**WHEREAS,** the Association and the City have an ongoing, mutual interest in providing the best fire protection services to the Association customers located within the city limits in the most expeditious and effective manner; and

**WHEREAS,** the City has an obligation to provide such fire protection services to City of Starkville residents through its recent annexation of the customers of the Association; and

**WHEREAS,** the City desires to contract with the Association to share the use and responsibility for the infrastructure serving the customers of the association located within the Starkville City limits on an agreed upon basis;

**NOW THEREFORE**, in consideration of the premises and the mutual promises and covenants contained herein, the parties agree as follows:

1. The City will provide fire protection services to the customers of the Association inside the city limits of the City of Starkville through the use of the existing infrastructure to include the water lines and fire hydrants and components associated therewith and currently owned by the Association. The streets to be included in this agreement are East Drive, Lakewood Drive and Edgewater Lane.

2. The City agrees to assume responsibility to maintain the integrity of the fire hydrants through regular management and testing in accordance with the National Fire Protection Association standards. When such testing is planned, the City through either Starkville Fire Department or Starkville Utilities will communicate and coordinate with the Association on such planned events. The City will provide to the Association an annual schedule of testing.

3. The City agrees to make any repairs to the water infrastructure caused by damage incurred as a direct result of the actions by the City to maintain and operate the fire hydrants in the course of such management and fire-fighting activities. Any repairs to the water infrastructure (including components, such as main water lines, fire hydrants, valves, etc.) coming from such damage will be paid for by the City of Starkville to include the cost of monitoring of such repairs by the East Lee Boulevard Water Association operator. All non-emergency repairs resulting from City actions shall be scheduled with the Association operator and approved by the Association. Once approved by the Association and scheduled with the Association operator, the repairs authorized will be on a high priority work order basis. The Association operator will not be liable for the work performed by the City.

4. The City agrees that the existing fire hydrant locations are adequate to serve

the current demand within the fire district with the existing fire hydrants and that as further development occurs the Starkville Fire Department will work with the Association to assess the need for any additional hydrant locations to optimize the fire fighting capabilities to best serve the increased service area.

5. The City further agrees to make appropriate recommendations and in coordination with the Association's leadership to relocate and/or install any necessary additional fire hydrants at City's expense to further the fire fighting capabilities on behalf of the Association if such expansion within the existing territory occurs.

6. This Agreement shall be for a term of five (5) years beginning August 15, 2023 and ending August 31, 2028, and shall renew automatically for additional consecutive one (1) year terms at the end of the five (5) year term unless terminated by either part as provided herein. Termination of this agreement by either party requires sixty (60) days notice and is terminable at will.

7. All notices required to be given pursuant to this Agreement shall be in writing and delivered personally or by certified mail, return receipt requested or by nationally recognized overnight courier, and addressed as follows:

If to East Lee Blvd Water Association: East Lee Water Association
Mac Smith
343 Lakewood Drive
Starkville, MS 39759

If to the City: Mayor, City of Starkville
110 W. Main St.

Starkville, Mississippi 39759

8. This Agreement is intended by the parties as the final, complete, and exclusive statement of the terms and conditions of their agreement and is intended to supersede all previous agreements and understandings between the parties relating to this subject matter. No amendment, modification, or waiver of any provision of this Agreement shall be valid or enforceable unless in writing and signed by the parties.

**WITNESS THE SIGNATURES** of the parties hereto on this the 15th day of August, 2023.

**East Lee Boulevard Water Association** **Attest:**

**By:** ______________________________

**Mac Smith, President**

**CITY OF STARKVILLE**

**By:** ______________________________

**D. LYNN SPRUILL, Mayor**

**Attest:** Lesa Hardin

**LESA HARDIN, City Clerk**



1310031

# EXHIBIT A
# STARKVILLE UTILITIES
# CITY OF STARKVILLE
# STARKVILLE, MISSISSIPPI

## WORK AUTHORIZATION Number 23-02

## General Services Related to Wastewater Collection and Treatment Facilities

Project Identification No. Date:

It is agreed to undertake the following work in accordance with the provisions of the Agreement between the City of Starkville, Mississippi ("OWNER") and Clearwater Consultants, Inc. ("ENGINEER") dated August 8, 2014.

**Scope of Services**

The Engineer shall provide Professional Services for the evaluation, operation, maintenance, permitting, regulatory compliance and related issues involving City of Starkville wastewater collection and treatment facilities.

**Time of Performance**

Time of performance will be as stipulated by the staff of Starkville Utilities.

**Compensation**

Compensation shall be in accordance with the rate schedule contained in Exhibit C of which is attached to this work authorization.

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

| City of Starkville | Clearwater Consultants, Inc. |
|---|---|
| Honorable D. Lynn Spruill, Mayor | Carey Hardin, P.E., President |
| Date: August 15, 2023 | Date: August 1, 2023 |

**27. CONSIDERATION OF A GENERAL SERVICES CONTRACT FROM CASSIDY COMPANY TO PROVIDE AS-NEEDED ENGINEERING CONTRACT SERVICES FOR UTILITY SERVICES.**

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the August 15, 2023 Official Agenda, and to accept items for consent, whereby the "approval of a General Services contract from Cassidy Company to provide as-needed engineering contract services for utility services" is enumerated, this consent item is thereby approved. The contract follows this page.

**28. CONSIDERATION TO APPROVE THE SOLE SOURCE QUOTE FROM CENTRAL PIPE SUPPLY, INC. FOR METER ONLY IN THE AMOUNT OF $9,712.88, IN THAT THEY ARE THE ONLY PROVIDER OF BADGER METERS IN THIS AREA.**

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the August 15, 2023 Official Agenda, and to accept items for consent, whereby the "approval of the sole source quote from Central Pipe Supply, Inc. for meter only in the amount of $9,712.88, in that they are the only provider of Badget meters in this area" is enumerated, this consent item is thereby approved. Badger meters are the standard water meter that Starkville Utilities utilizes and is compatible with our AMI system.

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Cassady
Company,
c::= =:> Inc.

Providing Solutlon& for Watur,
W■■t ■w■t:• r and Storm Weter Problem•

# CONTRACT FOR PROFESSIONAL SERVICES

CASSADY PROJECT NO. 23-128

PROJECT NAME General Engineering Services for Utility Improvements

This Agreement made and entered into ________________________ by and between **THE CASSADY COMPANY, INC.**, hereinafte r called **"CASSADY"** and **STARKVILLE UTILITIES,** hereinafter called **"CLIENT",** is for the services described under It em No. 2 of this Agreement.

CLIENT NAME: Starkville Utilities
ADDRESS: 200 North Lafa yett e Street, Starkville, Mississippi 39759
PHONE NUMBER: (662) 323-3133 FAX NUMBER:,_ _ _ _ _ _ _ _ _ _
EMAIL: ekemQ@starkvilleutilities.com

1. General Nature of Project Described in Prime Agreement between CASSADY and CLIENT: Cassady is to provide General Engineering Services for utility relat ed evaluations, improvements or other tasks as requested by Starkville Utilities.

2. Scope of Services to be performed by CASSADY:
Refer to Attachment A - Sco_g_e of Services

3. En gineering Services requested shall be completed in a timely manner by the times and dates requested by the Client for each t ask. Each task shall have a defined scope and accompanying estimate of costs to perform the task and shall be approved in writing by the Client prior to proceeding.

4. The compensation to be paid CASSADY for providing these services called for herein shall be: Unit Cost/Time Charges, plus reimbur sable cost s, at the hourly Rate Schedule as provided in Attachment B, for a total NOT TO EXCEED fee of not to exceed OOO.

5. DURATION: This Agreement shall remain in effect until completion of proposed scope of work, unless terminated as provided herein, or extended by mutual agreement, in writing.

IN WITNESS WHEREOF, t his Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein .

| **THE CASSADY COMPANY, INC.** | **STARKVILLE UTILITIES** |
|---|---|
| Signed: | Signed: Edward C. Kemp |
| .:Y ped Name: C alvin Ca ss y,P .E. 7 | Typed Name: Edward Kemp |
| Tit le: Presider:!t | Title: General Manager |
| Date: 8/16/23 | Date: 8/16/23 |

6. REIMBURSABLE COSTS: Reimbursable costs shall include out-of-pocket expenses, the cost of which shall be charged at actual cost. Typical out-of-pocket expenses shall include, but not be limited to, local travel at the rate currently paid by CASSADY to its employees, but not more than 0.655 cents per mile, permit and application fees, and sub-consultant fees (15% will be added to sub-consultant fees to cover overhead expenses).

7. INSURANCE: CASSADY shall maintain, throughout the term of this Agreement, the following insurance limits and coverage:

   A. Worker's Compensation insurance in amounts required by State law, including Employer's Liability Insurance with limits of not less than $1,000,000 per accident, $1,000,000 per disease, and $1,000,000 policy limit on disease.

   B. Commercial General Liability insurance including bodily injury, property damage, personal injury, blanket contractual and broad form property damage coverage, including products and completed operations, an XCU exposure with combined single limits of not less than $1,000,000 per occurrence.

   C. Commercial Automobile Liability insurance including owned, non-owned, leased, and hired motor vehicle coverage with limits of not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

   D. Professional Liability insurance with a limit of not less than $1,000,000per claim.

9. TERMINATION: This Agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms herein by the other party through no fault of the terminating party. If this Agreement is so terminated, CLIENT shall pay CASSADY compensation for work satisfactorily completed up to date of termination for said work.

10. WAIVER: Any failure by CASSADY to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and CASSADY may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

11. DISPUTE RESOLUTION: If any dispute arises out of or relates to this contract, or the breach thereof, the parties will attempt to settle the matter through amicable discussion. If no agreement can be reached, the parties agree to use mediation before resorting to a judicial forum. The cost of a third party mediator will be shared equally by the parties. In the event of litigation, reasonable costs and attorneys' fees will be awarded to the prevailing party.

12. GOVERNING LAW: This Agreement shall be governed by and construed according to the laws of the State of Mississippi which is that situs of the work.

13. SOFTWARE REQUIREMENTS: All computer applications and software must be compatible with CLIENT applications and standards. All computers used by CLIENT shall be equipped with anti-virus software. All electronically stored data shall have back-up no less often than daily.

14. OWNERSHIP OF DOCUMENTS: All documents, including drawings, specifications, and surveys prepared by THE CASSADY COMPANY, INC. are instruments of service and shall remain the property of THE CASSADY COMPANY, INC. Such documents may not be used by the CLIENT for any other endeavor without the written consent of THE CASSADY COMPANY, INC.

CASSADY Initial: )U---

CLIENT Initial: CX'

**ATTACHMENT A**

**SCOPE OF SERVICES**

General Engineering Services as specifically requested by Starkville Utilities, including but not limited to, evaluation and studies of existing utility infr ast ruct ure, design, development of proposals for bidding, survey, construction administration, and or inspection. Each requested task shall have a defined scope and accompanying estimate of costs to perfo rm the task and shall be approved in writing by the Client prior to proceeding.

*Enginee ring fees are to be bifled and paid monthly as progress is made on the project.*

**THE CASSADY COMPANY, INC.**
**4700 Highway 69 North**
**Northport, Alabama 35473**
**Phone: (205) 330-0098**
**Fax: (205) 330-0099**

# Rate Schedule

Principal Engineer ........................................................................$200.00/hour

Project Manager ...........................................................................$170.00/hour

Professional Engineer I .................................................................$150.00/hour

Professional Engineer II ................................................................$115.00/hour

Staff Engineer I ...............................................................................$100.00/hour

Staff Engineer 11 .. ... . .. . .. ........ .......... .. .. . ........... . .... ........................ $95.00/hour

Profe ssi onal Land Surveyor ........................................................ $130.00/ hour

Field Survey Crew .........................................................................$180.00/hour

Engineering Technician 1 ...............................................................$75.00/ hour

Resident Project Inspector ............................................................$70.00/hour

Office Manager................................................................................ $95.00/hour

Clerical ............................................................................................ $75.00/hour

Mileage ............................................................................................. $0.655/ mile

Five percent (5 %} overhead will be added to all sub-consultant fees and miscellaneous expenses .

**These rates apply through December 31, 2023.**

_J(L.
c'/(

**ANNOUNCEMENTS AND COMMENTS:**

**MAYOR'S COMMENTS:**

Corporal Kenya Bibbs presented highlights from the August 1, 2023 National Night Out on Crime and thanked everyone for their assistance, attendance and participation.
Mayor Spruill noted the upcoming weekend to be Little Sturgis Motorcycle Weekend and welcomed all visitors and MSU Students to the Starkville area.
She also invited everyone to the groundbreaking of the Needmore Center Friday, August 25 at 10 am.

**BOARD OF ALDERMEN COMMENTS:**

Alderman Brooks encouraged everyone to got to Sturgis to view the motorcycles and attend one or more of the concerts and events.
Alderman Sistrunk congratulated Alderman Carver on the recent election and encouraged all eligible voters to go vote in the August 29 runoff.

**CITIZEN COMMENTS:**

Alvin Turner, Ward 7, noted that he prays everyday for the police officers. He also stated that the redistricting was somewhat confusing and noted everyone should call if they did not know where to vote.
Emmitt Smitherman expressed some concern with the City proposing to take possession of a section of Highway 182 and would like to hear more details on maintenance costs and future plans of the highway.

**PUBLIC APPEARANCE:** None

**PUBLIC HEARING:**

**PUBLIC HEARING ON TAX MILLAGE AND FY24 BUDGET**

Mayor Spruill opened the Public Hearing with the note that the proposed budget is based on a 1.87 mil increase.

Emmitt Smitherman noted that both property and sales taxes are up and asked that the Board continue to be thrifty spenders of tax payer dollars.
Alvin Turner stated he was glad to hear the City is not in the "red" with its money and that citizens be kept up to date on all spending.
Phillip Carter, Library Director, asked that the Board consider additional funding of the library.

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

**29. CONSIDERATION OF REQUESTING THE RELEASE BY THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION (MDOT) FOR THAT PORTION OF HIGHWAY 182 FROM OLD WEST POINT ROAD TO LONG STREET INTO THE OWNERSHIP, CONTROL AND AUTHORITY OF THE CITY OF STARKVILLE.**

Mayor Spruill noted that the BUILD grant project had grown in cost beyond the City's original budget by almost 25 million dollars and that requesting the release of this portion of highway was an option to reduce the renovation costs to the City.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Vaughn, for the City of Starkville to request the release by the Mississippi Department of Transportation for that portion of Highway 182 from Old West Point Road to Long Street into the ownership, control and authority of the City of Starkville, the Board voted as follows:

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

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

**30. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET**

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of August 7, 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 | $ 484,441.54 |
| Restricted Police Fund | 002 | 119.96 |
| Airport Fund | 015 | 12,998.59 |
| Sanitation | 022 | 62,008.12 |
| Modernization Use Tax | 120 | 21,440.40 |
| 2022 GO Public Improv Bonds | 305 | 1,635.00 |
| Parks Capital Project Fund (2023) | 312 | 45,520.00 |
| Park and Rec Tourism | 375 | 427,268.05 |
| Park Bonds 2020 | 380 | 283,536.27 |
| Sub Total Before Utilities | | $ 1,338,967.93 |
| Utilities Dept. | SED | 1,060,820.38 |
| Total Claims | Total | $2,399,788.31 |

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

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

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

Alderman Henry Vaughn, Sr.   Voted:  Yea

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

**32.  A MOTION TO ENTER EXECUTIVE SESSION.**

Alderman Rupp offered a motion to enter Executive Session for the purpose of discussing the possible sale or leasing of city property.   Following a second by Alderman Brooks, the Board voted as follows to enter Executive Session:

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

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

The Mayor invited the public back in, and after allowing the public time to enter the room, made the announcement of the Board's decision to enter into Executive Session for the purpose of discussing the possible sale or leasing of city property.   At this time, the Board entered Executive Session.

**33.  CONSIDERATION OF A MOTION TO RETURN TO OPEN SESSION.**

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

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

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

**34.  MOTION TO AUTHORIZE A SURVEY AND TWO APPRAISALS OF THE CITY PARKING LOT ON LAMPKIN STREET.**

Alderman Rupp offered a motion to authorize a survey and two appraisals of the City parking lot on Lampkin Street. Alderman Brooks seconded the motion and the Board voted as follows:

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

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

**35. MOTION TO ADJOURN UNTIL SEPTEMBER 5, 2023 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.**

Upon the motion of Alderman Brooks, duly seconded by Alderman Vaughn, for the Board of Aldermen to adjourn the meeting until September 5, 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 5th DAY OF SEPTEMBER, 2023.

Attest:

______________________________
D. LYNN SPRUILL, MAYOR

______________________________
LESA HARDIN, CITY CLERK