

**MINUTES OF THE RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
September 19, 2023**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on September 19, 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 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 Rupp asked that City Engineer Cody Burnett present an update on the Colonial Hills project and a timeline for the work. He also asked that all citizens in the area be notified of progress.

Alderman Beatty asked about the current status of the Hwy 182 revitalization project. Cody Burnett and Chris Williams discussed grant timelines and current talks with MDOT as to options.

There being no changes to the agenda, the Mayor called for a motion to approve the agenda with consent items as amended.

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

Alderman Sistrunk offered a motion, duly seconded by Alderman Rupp, to approve the September 19, 2023 Official Agenda. The Board voted as follows:

Alderman Ben Carver	Voted: Absent
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, SEPTEMBER 19, 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 SEPTEMBER 1, 2023 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 5, 2023 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS: INTRODUCTIONS

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES - None

VIII. PUBLIC HEARINGS - None

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF APPROVING THE PROPOSED 2024 BUDGET FOR THE 2% FUNDING USE BY THE MISSISSIPPI STATE UNIVERSITY STUDENT AFFAIRS IN ACCORDANCE WITH THE REQUIREMENTS OF 2022 HOUSE BILL 1547.

B. CONSIDERATION OF APPROVING THE PROPOSED 2024 BUDGET FOR THE 2% FUNDING FOR THE OKTIBBEHA COUNTY ECONOMIC DEVELOPMENT AUTHORITY (OCEDA) IN ACCORDANCE WITH THE REQUIREMENTS OF 2022 HOUSE BILL 1547.

C. CONSIDERATION OF APPROVING THE PROPOSED 2024 BUDGET FOR THE 2% FUNDING FOR THE VISITORS AND CONVENTION COUNCIL (VCC) IN ACCORDANCE WITH THE REQUIREMENTS OF 2022 HOUSE BILL 1547.

D. CONSIDERATION OF AMENDING APPENDIX A TO THE GOLF CART ORDINANCE 2021-05 TO EXEMPT QUALIFYING GOVERNMENT VEHICLES FROM THE REGISTRATION CHARGE.

X. BOARD BUSINESS

1. CONSIDERATION TO APPOINT REBECCA LITTRELL, THE SOLE APPLICANT, TO FILL A VACANCY WITH THE STARKVILLE HOUSING AUTHORITY BOARD (WHICH EXPIRED ON SEPTEMBER 6, 2023) FOR A FIVE-YEAR TERM BEGINNING SEPTEMBER 20, 2023 AND ENDING SEPTEMBER 30, 2028.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL TO ACCEPT THE FAA 2023 AIP GRANT 3-28-0068-030-2023 FOR PURCHASE OF WETLAND CREDITS AND PERFORM AIRPORT AIRSPACE ANALYSIS SURVEY IN THE AMOUNT OF \$150,000.00 WITH A CITY MATCH OF \$8,334.00.

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF ACCEPTING GRANT AGREEMENT MODIFICATION #1 TO THE MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT FOR THE HIGHWAY 182 REVITALIZATION PROJECT.
2. CONSIDERATION OF ACCEPTING THE LOWER BASE AND ADDENDUM BID FROM BURNS DIRT CONSTRUCTION, INC. IN THE AMOUNT OF \$221,720.02 FOR THE COLONIAL HILLS DRAINAGE IMPROVEMENTS PROJECT.
3. CONSIDERATION OF APPROVING THE PROPOSAL FROM KIMLEY HORN & ASSOCIATES, INC. FOR VALUE ENGINEERING AND REBIDDING FOR THE HWY 182 REVITALIZATION PROJECT FOR A LUMP SUM OF \$461,747.00.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF SEPTEMBER 11, 2023 FOR FISCAL YEAR ENDING 9/30/23, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.
2. ACCEPTANCE OF THE AUGUST FINANCIAL STATEMENTS.
3. REQUEST APPROVAL TO ACCEPT THE LOWEST AND BEST BIDS RECEIVED FOR OCTOBER 1, 2023 – SEPTEMBER 30, 2024 SOURCE OF SUPPLY LISTING FOR THE STARKVILLE GENERAL CITY.
4. REQUEST AUTHORIZATION FOR THE CITY CLERK'S OFFICE TO RE-ADVERTISE FOR SOURCE OF SUPPLY FOR SECTIONS 9 AND 10 FOR THE STREET DEPT FOR THE PERIOD OF OCTOBER 1, 2023 – SEPTEMBER 30, 2024.
5. ACCEPTANCE OF 9-30-23 PROPOSED BUDGET ADJUSTMENTS.

F. FIRE DEPARTMENT

1. REQUEST AUTHORIZATION FOR TRAINING CHIEF BRIAN ARNETT, B.C. DEWAYNE DAVIS, B.C. JEROME CLARK AND CAPTAIN JASON WILLIAMS TO TRAVEL TO OKALOOSA ISLAND, FL TO ATTEND THE NORTH FLORIDA FIRE EXPO ON FEBRUARY 7 – 10TH, 2024 AT AN APPROXIMATE COST OF \$3,600.00 (HOTEL, PARKING, REGISTRATION, MEALS AND TRAVEL).

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE CHRIS BUSBY, JOHNNY CORNETT AND WYMAN LEDLOW AS POLICE OFFICERS.
2. REQUEST AUTHORIZATION TO HIRE ZAQUENTIN HALL AND TREVON OUTLAW AS SEASONAL SANITATION WORKERS.
3. REQUEST AUTHORIZATION TO HIRE KEVIN YOUNG AS A STREET MAINTENANCE WORKER II.
4. REQUEST AUTHORIZATION TO HIRE MARTINA CUMMINS AS A PART TIME CUSTOMER SERVICE REPRESENTATIVE IN THE STARKVILLE UTILITIES DEPARTMENT.
5. REQUEST AUTHORIZATION TO HIRE MISTY CLEMENT AS A CUSTOMER SERVICE REPRESENTATIVE IN THE STARKVILLE UTILITIES DEPARTMENT.
6. REQUEST AUTHORIZATION TO HIRE EARLENE MALONE AS A PART TIME CUSTOMER SERVICE REPRESENTATIVE IN THE STARKVILLE UTILITIES DEPARTMENT.
7. REQUEST AUTHORIZATION TO HIRE WARLCHEZ SPENCER AS A SEASONAL WORKER IN THE STARKVILLE UTILITIES DEPARTMENT.

H. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL OF A UTILITY BILL INSERT INFORMING THE PUBLIC OF THE NEW STARKVILLE ALERTS SYSTEM FOR A COST OF \$1,845.00.
2. REQUEST APPROVAL OF AN AMENDMENT TO AN AGREEMENT WITH TYLER TECHNOLOGIES TO ADDRESS A LICENSING CHANGE FOR A YEARLY COST OF \$7,400.00 PER YEAR, AND A ONE-TIME CONVERSION FEE OF \$6,555.00 FOR A 1ST YEAR TOTAL OF \$13,955.00.

I. PARKS

1. CONSIDERATION TO ACCEPT THE FISCAL YEAR 2024 BUDGET SUBMISSION OF SFC FOR PARKS AND RECREATION.
2. CONSIDERATION TO ACCEPT T & M STEEL CHANGE ORDER #14 IN THE AMOUNT OF \$162,505.00 FOR ADDITIONAL ELECTRICAL WORK, FREEZER/COOLER INSTALLATION, CONCRETE PAD AND BATHROOM VENT COVERS AND AN ADDITIONAL 90 DAYS.

J. POLICE DEPARTMENT

1. POLICE

- a. CONSIDERATION TO APPLY FOR THE JUSTICE ASSISTANCE GRANT WITH THE STATE OF MISSISSIPPI, DEPARTMENT OF PUBLIC SAFETY, \$4,999.70 WITH A LOCAL MATCH OF \$1,249.92.

- b. CONSIDERATION TO APPLY AND PARTICIPATE IN THE STATE OF MISSISSIPPI, FISCAL YEAR 2022 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM AT NO COST TO THE CITY.
- c. REQUEST APPROVAL FOR CHIEF MARK BALLARD AND ACCREDITATION MANAGER SHONDA DELOACH TO ATTEND THE 2023 NATIONAL CALEA (COMMISSION ON ACCREDITATION FOR LAW ENFORCEMENT AGENCIES) AWARDS CONFERENCE IN BELLEVUE, WASHINGTON ON NOVEMBER 7-12, 2023 WITH TRAVEL EXPENSES NOT TO EXCEED \$6,500.00.

2. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

1. REQUEST APPROVAL TO PURCHASE ONE EIGHT-YARD REAR LOADER GARBAGE TRUCK FROM SANSOM EQUIPMENT AT A COST OF \$164,000.00 DUE TO SANSOM HAVING THE QUICKEST DELIVERY TIME OF BIDS RECEIVED, MEETING ALL SPECIFICATIONS THAT THE DEPARTMENT NEEDS, ALONG WITH SERVICING AND WORKING ON CITY GROUNDS IF NEEDED AND AUTHORIZE THE CITY CLERK TO ADVERTISE FOR FINANCING.

L. UTILITIES DEPARTMENT

1. REQUEST APPROVAL OF RENEWAL OF THE DISTRIBUTION INSURANCE COMPANY (DIC) PROPERTY-CASUALTY INSURANCE PROPOSAL FOR STARKVILLE UTILITIES-ELECTRIC DIVISION.
2. ACCEPT EMERGENCY AUTHORIZATION CONSISTENT WITH PRESIDENTIAL DETERMINATION NO. 2022-19 FROM TRANSARMOUR INC. TO PURCHASE A 150KVA 3 PHASE PADMOUNT TRANSFORMER IN THE AMOUNT OF \$26,500.
3. REQUEST APPROVAL TO DECLARE 1992 FLATBED TRUCK (LAST 4 VIN #1449) AS SURPLUS PROPERTY AND TO SELL PER MS CODE §31-7-13(m)(vi) AT \$2,500 TO AMORY UTILITIES, ANOTHER MUNICIPALITY ENTITY.
4. REQUEST AUTHORIZATION TO APPROVE THE LOW QUOTE FROM BIRMINGHAM ALTEC FOR REPAIRS AND MAINTENANCE FOR THE BACKYARD MACHINE FOR THE ELECTRIC DIVISION IN THE AMOUNT OF \$24,049.44.
5. REQUEST AUTHORIZATION TO APPROVE THE LOW QUOTE FROM USA BLUEBOOK FOR A STERILIZER FOR THE WWTP IN THE AMOUNT OF \$6,269.31.
6. REQUEST APPROVAL OF AN ELECTRIC RATE INCREASE OF 2.5% DUE TO THE ELIMINATION OF THE TVA PANDEMIC CREDIT AND INCREASED OPERATION AND MAINTENANCE COSTS WITH THE EFFECTIVE DATE OF NOVEMBER 1, 2023.
7. REQUEST APPROVAL THAT THE MAYOR EXECUTE A GRANT AGREEMENT IN THE AMOUNT OF \$720,000 WITH THE APPALACHIAN REGIONAL AUTHORITY(ARC) AND SUBSEQUENTLY THE MISSISSIPPI DEVELOPMENT AUTHORITY (MEA) AS APPROVED FOR THE PURPOSE OF STARKVILLE WASTE WATER TREATMENT PLANT (WWTP) INFLUENT PUMP STATION REHABILITATION.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. ADJOURN UNTIL OCTOBER 3, 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 – 38:

2. CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 1, 2023 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the September 1, 2023 Work Session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 5, 2023 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the September 5, 2023 Meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

4. CONSIDERATION TO APPROVE THE PROPOSED 2024 BUDGET FOR THE 2% FUNDING USE BY THE MISSISSIPPI STATE UNIVERSITY STUDENT AFFAIRS IN ACCORDANCE WITH THE REQUIREMENTS OF 2022 HOUSE BILL 1547.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the Mississippi State University Student Affairs 2024 budget for the use of the 2% funding in accordance with the 2022 legislative HB 1547” is enumerated, this consent item is thereby approved. Budget follows this page.

5. CONSIDERATION TO APPROVE THE PROPOSED 2024 BUDGET FOR THE 2% FUNDING FOR THE OKTIBBEHA COUNTY ECONOMIC DEVELOPMENT AUTHORITY (OCEDA) IN ACCORDANCE WITH THE REQUIREMENTS OF 2022 HOUSE BILL 1547.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the VCC/CVB 2024 budget for the use of the 2% funding in accordance with the 2022 legislative HB 1547” is enumerated, this consent item is thereby approved. Budget follows Student Affairs budget.



Proposed Distribution of 2024 Food & Beverage Sales Tax Allocation

Distribution:	FY2020	FY2021	FY2022	FY2023	Projected FY2024
Music Maker Productions	165,000	70,000	70,000	180,000	280,000
Bulldog Bash	170,000	170,000	190,000	190,000	220,000
Cowbell Cabs/Uber Student	5,000			20,000	20,000
Old Main Music Festival	30,000	15,000	30,000	30,000	30,000
Lyceum Series	60,000	60,000	60,000	91,000	91,000
Global Lecture Series	20,000	10,000	20,000	53,000	63,000
Total	450,000	325,000	370,000	564,000	704,000

As presented to the Starkville Board of Aldermen

Oktibbeha County EDA - BUDGET

200 East Main Street

662-323-3322

mtagert@starkville.org**FY 2024 Budget****2% Food & Beverage Tax (15%)**

Income	425,000.00
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City of Starkville 2% Food & Beverage Tax	\$ 425,000.00
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Expenses

Industry Relations	75,000.00
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GTRDA/LINK	100,000.00
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Retail Recruitment	15,000.00
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Marketing/Events	55,000.00
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Minority Grants	40,000.00
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NorthStar Industrial Park	50,000.00
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Tourism Development	35,000.00
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Restricted Project Fund (Main Street Redevelopment)	400,000.00
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Total Expenses	\$ 770,000.00
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Net Income	\$ (345,000.00)
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6. CONSIDERATION OF APPROVING THE PROPOSED 2024 BUDGET FOR THE 2% FUNDING FOR THE VISITORS AND CONVENTION COUNCIL (VCC) IN ACCORDANCE WITH THE REQUIREMENTS OF 2022 HOUSE BILL 1547.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the OCEDA 2024 budget for the use of the 2% funding in accordance with the 2022 legislative HB 1547” is enumerated, this consent item is thereby approved. The VCC budget follows this page.

7. CONSIDERATION OF AMENDING APPENDIX A TO THE GOLF CART ORDINANCE 2021-05 TO EXEMPT QUALIFYING GOVERNMENT VEHICLES FROM THE REGISTRATION CHARGE.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval of amending Exhibit A to the Golf Cart Ordinance adopted October 5, 2021 reflecting a payment exemption for Government vehicles that fall under this category of street vehicle” is enumerated, this consent item is thereby approved.

8. CONSIDERATION TO APPOINT REBECCA LITRELL, THE SOLE APPLICANT, TO FILL A VACANCY WITH THE STARKVILLE HOUSING AUTHORITY BOARD (WHICH EXPIRED ON SEPTEMBER 6, 2023) FOR A FIVE-YEAR TERM BEGINNING SEPTEMBER 20, 2023 AND ENDING SEPTEMBER 30, 2028.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval to appoint Rebecca Littrell to fill a vacancy (James Henley is not seeking reappointment) with the Starkville Housing Authority Board which expired on September 6, 2023 for a five-year term beginning September 20, 2023 and ending September 30, 2028” is enumerated, this consent item is thereby approved.

9. CONSIDERATION TO ACCEPT THE FAA 2023 AIP GRANT 3-28-0068-030-2023 FOR PURCHASE OF WETLAND CREDITS AND PERFORM AIRPORT AIRSPACE ANALYSIS SURVEY IN THE AMOUNT OF \$150,000.00 WITH A CITY MATCH OF \$8,334.00.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval to accept the FAA 2023 AIP Grant 3-28-0068-030-2023 for purchase of wetland credits and perform airport airspace analysis survey in the Amount of \$150,000.00 with a City match of \$8,334.00” is enumerated, this consent item is thereby approved.

10. CONSIDERATION TO ACCEPT GRANT AGREEMENT MODIFICATION #1 TO THE MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT FOR THE HIGHWAY 182 REVITALIZATION PROJECT.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval of Grant Agreement Modification #1 to the Municipality and County Water Infrastructure (MCWI) Grant for the Highway 182 Revitalization Project” is enumerated, this consent item is thereby approved. The modification follows the VCC budget.

STARKVILLE CVB BUDGET

200 E. MAIN ST.

662-323-3322

phunt@starkville.org

2% Hotel/Motel Tax

	2023-2024
<u>City Hotel Tax & Main Street Assoc</u>	Budget
Income	
CITY OF STARKVILLE	440,000.00
INTEREST INCOME	40,000.00
Total Income	\$ 480,000.00
Expenses	
OPERATING	174,311.39
GROUP & CONVENTION RECRUITMENT	40,000.00
MAIN STREET ASSOCIATION	25,000.00
DUES - TOURISM MEMBERSHIPS	30,000.00
LEGAL & PROFESSIONAL	3,000.00
FILM	6,000.00
PARTNER TRAINING	2,000.00
DESTINATION DEVELOPMENT	100,000.00
RETIREMENT DEVELOPMENT	5,000.00
Total Expenses	\$ 385,311.39
Net Income	\$ 94,688.61

2% Food & Beverage Tax (15%)

	2023-2024
<u>City of Starkville 2% Food & Beverage Tax</u>	Budget
Income	
CITY OF STARKVILLE FOOD & BEV	450,000.00
Total Income	\$ 450,000.00
Expenses	
MARKETING/ADVERTISING/PROJECTS	456,000.00
PROFESSIONAL DEVELOPMENT	5,000.00
SPONSORED PROGRAMS & GRANTS	62,000.00
MSU_ORIENTATION	10,000.00
CONSULTING SERVICES	8,000.00
Total Expenses	\$ 541,000.00
Net Income	\$ (91,000.00)
Overall Net Income	\$ 3,688.61

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT
AGREEMENT MODIFICATION #1**

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 213-1-SW-5.6

SUBAWARD AGREEMENT

This document is a Modification to the Subaward Agreement between the Mississippi Department of Environmental Quality ("MDEQ"), a pass-through entity as defined in 2 CFR 200.1, and City of Starkville, UEI Number: JD6GFW5BX1L3 ("SUBRECIPIENT", and together with MDEQ, the "Parties", and each, a "Party") which was entered into on the 23rd day of March, 2023.

WITNESSETH THAT:

Whereas, MDEQ has determined that a modification of the Agreement is required.

IT IS NOW THEREFORE AGREED BY THE PARTIES THAT:

1) Article 20. **COMPLIANCE WITH LAWS** is revised as follows:

SUBRECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.¹

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).²

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.³

2) Attachment D is added to the Agreement as attached.

[SIGNATURE PAGE FOLLOWS]

¹ <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

² <http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf>

³ <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf>

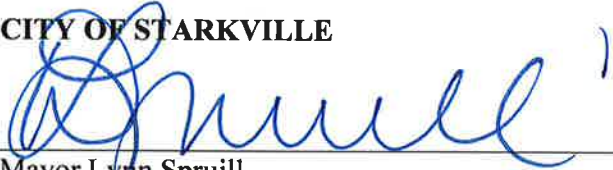
Except as it is modified by the provisions of Agreement Modification No. 1, this Agreement shall remain in full force and effect and all other provisions thereof are hereby incorporated and reaffirmed as if fully set forth herein.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

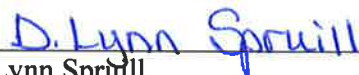
Chris Wells
Executive Director

Date

CITY OF STARKVILLE



Mayor Lynn Spruill
Signature of Authorized Representative



Lynn Spruill
Printed Name



Title



Date

ATTACHMENT D

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of SUBRECIPIENT's program(s) and activity(ies), so long as any portion of SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates SUBRECIPIENT for the period during which it retains ownership or possession of the property.

6. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

7. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

8. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.

11. CONSIDERATION TO ACCEPT THE LOWER BASE AND ALTERNATE BID FROM BURNS DIRT CONSTRUCTION, INC. IN THE AMOUNT OF \$221,720.02 FOR THE COLONIAL HILLS DRAINAGE IMPROVEMENTS PROJECT.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the low bid from Burns Dirt Construction, Inc. in the amount of \$221,720.02 for the Colonial Hills Drainage Improvements Project which includes add Alternate No. 1 - pouring a concrete bottom in the open ditch” is enumerated, this consent item is thereby approved. The bid tabulation follows this page.

12. CONSIDERATION TO APPROVE THE PROPOSAL FROM KIMLEY HORN & ASSOCIATES, INC. FOR VALUE ENGINEERING AND REBIDDING FOR THE HWY 182 REVITALIZATION PROJECT FOR A LUMP SUM OF \$461,747.00.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the proposal from Kimley Horn & Associates, Inc. for value engineering and rebidding for the Hwy 182 Revitalization Project for a lump sum of \$461,747.00” is enumerated, this consent item is thereby approved.

The Hwy 182 Revitalization Project has been bid and all bids were rejected for being substantially over budget. This amendment is for Kimley Horn to provide value engineering and redesign services for the Highway 182 Revitalization Project to get the project within budget. Kimley Horn agreement follows the bid tab item 11.

13. CONSIDERATION TO ACCEPT OF THE AUGUST FINANCIAL STATEMENTS.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “acceptance of the August, 2023 financial statements” is enumerated, this consent item is thereby approved.

14. CONSIDERATION TO ACCEPT THE LOWEST AND BEST BIDS RECEIVED FOR OCTOBER 1, 2023 – SEPTEMBER 30, 2024 SOURCE OF SUPPLY LISTING FOR THE STARKVILLE GENERAL CITY.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval to accept the lowest and best bids received for October 1, 2023 – September 30, 2024 source of supply listing for the Starkville General City” is enumerated, this consent item is thereby approved. Bids follow Kimley Horn agreement.

15. APPROVAL FOR THE CITY CLERK’S OFFICE TO RE-ADVERTISE FOR SOURCE OF SUPPLY FOR SECTIONS 9 AND 10 FOR THE STREET DEPT FOR THE PERIOD OF OCTOBER 1, 2023 – SEPTEMBER 30, 2024.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval to re-advertise for source of supply for sections 9 and 10 for the Street for the period of October 1, 2023 – September 30, 2024” is enumerated, this consent item is thereby approved.

18028 - Colonial Hills Drainage Improvements

Bid Tabulation - September 7, 2023

Base Bid				Engineer's Estimate			Burns Dirt Construction, Inc.			Hodges Rock Solid Land Services, LLC			Michael Box Construction, LLC			Townes Construction Co., Inc.		
Item No.	Description	Estimated Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	
201-A001	Clearing & Grubbing	1.0	LS	\$ 5,000.00	\$ 5,000.00	\$ 6,764.18	\$ 6,764.18	\$ 25,000.00	\$ 25,000.00	\$ 2,000.00	\$ 2,000.00	\$ 12,000.00	\$ 12,000.00	\$ 2,000.00	\$ 2,000.00	\$ 42.00	\$ 1,008.00	
202-B001	Removal of Concrete Ditch	24.0	SY	\$ 70.00	\$ 1,680.00	\$ 85.22	\$ 2,045.28	\$ 150.00	\$ 3,600.00	\$ 5.00	\$ 120.00	\$ 42.00	\$ 1,008.00	\$ 5.00	\$ 120.00	\$ 42.00	\$ 1,008.00	
202-B002	Removal of Concrete Headwall	1.0	EA	\$ 2,000.00	\$ 2,000.00	\$ 1,632.93	\$ 1,632.93	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 3,000.00	\$ 3,000.00	\$ 500.00	\$ 500.00	\$ 3,000.00	\$ 3,000.00	
202-B003	Removal of Inlet and Junction Box, All Types & Sizes	4.0	EA	\$ 3,000.00	\$ 12,000.00	\$ 903.17	\$ 3,612.68	\$ 1,000.00	\$ 4,000.00	\$ 500.00	\$ 2,000.00	\$ 1,000.00	\$ 4,000.00	\$ 500.00	\$ 2,000.00	\$ 1,000.00	\$ 4,000.00	
202-B004	Removal of Water Irrigation Lines	500.0	LF	\$ 6.00	\$ 3,000.00	\$ 10.63	\$ 5,315.00	\$ 10.00	\$ 5,000.00	\$ 3.00	\$ 1,500.00	\$ 4.00	\$ 2,000.00	\$ 3.00	\$ 1,500.00	\$ 4.00	\$ 2,000.00	
202-B005	Water Spigot Removal	6.0	EA	\$ 200.00	\$ 1,200.00	\$ 408.45	\$ 2,450.70	\$ 150.00	\$ 900.00	\$ 100.00	\$ 600.00	\$ 150.00	\$ 900.00	\$ 100.00	\$ 600.00	\$ 150.00	\$ 900.00	
202-B006	Removal of 36" Storm Pipe	2260.0	LF	\$ 10.00	\$ 22,600.00	\$ 5.90	\$ 13,334.00	\$ 20.00	\$ 45,200.00	\$ 25.00	\$ 56,500.00	\$ 22.50	\$ 50,850.00	\$ 25.00	\$ 56,500.00	\$ 22.50	\$ 50,850.00	
202-B007	Removal of Yard Drain Pipes	25.0	LF	\$ 18.00	\$ 450.00	\$ 48.71	\$ 1,217.75	\$ 50.00	\$ 1,250.00	\$ 25.00	\$ 625.00	\$ 20.00	\$ 500.00	\$ 25.00	\$ 625.00	\$ 20.00	\$ 500.00	
	Removal of Utility Poles	11.0	EA	\$ 500.00	\$ 5,500.00	\$ 493.70	\$ 5,430.70	\$ 500.00	\$ 5,500.00	\$ 300.00	\$ 3,300.00	\$ 150.00	\$ 1,650.00	\$ 300.00	\$ 3,300.00	\$ 150.00	\$ 1,650.00	
203-F001	Channel Shaping & Grading	4950.0	SY	\$ 5.00	\$ 24,750.00	\$ 1.79	\$ 8,860.50	\$ 10.00	\$ 49,500.00	\$ 2.00	\$ 9,900.00	\$ 7.04	\$ 34,848.00	\$ 2.00	\$ 9,900.00	\$ 7.04	\$ 34,848.00	
203-G001	Excess Excavation (In place volume, paid for by plan measure)	1750.0	CY	\$ 8.00	\$ 14,000.00	\$ 22.75	\$ 39,812.50	\$ 30.00	\$ 52,500.00	\$ 18.00	\$ 31,500.00	\$ 8.50	\$ 14,875.00	\$ 18.00	\$ 31,500.00	\$ 8.50	\$ 14,875.00	
214-A001	Temporary Construction Entrance	1.0	EA	\$ 2,000.00	\$ 2,000.00	\$ 9,208.24	\$ 9,208.24	\$ 50,000.00	\$ 50,000.00	\$ 3,000.00	\$ 3,000.00	\$ 7,500.00	\$ 7,500.00	\$ 3,000.00	\$ 3,000.00	\$ 7,500.00	\$ 7,500.00	
217-A001	Ditch Liner (Erosion Control Blanket/Mesh)	4950.0	SY	\$ 8.00	\$ 39,600.00	\$ 1.64	\$ 8,118.00	\$ 7.00	\$ 34,650.00	\$ 10.00	\$ 49,500.00	\$ 3.75	\$ 18,562.50	\$ 10.00	\$ 49,500.00	\$ 3.75	\$ 18,562.50	
225-A001	Establishment of Permanent Grassing	1.5	ACRE	\$ 4,000.00	\$ 6,000.00	\$ 4,175.30	\$ 6,262.95	\$ 5,000.00	\$ 7,500.00	\$ 3,000.00	\$ 4,500.00	\$ 3,000.00	\$ 4,500.00	\$ 3,000.00	\$ 4,500.00	\$ 3,000.00	\$ 4,500.00	
237-A001	Wattles	40.0	LF	\$ 15.00	\$ 600.00	\$ 21.89	\$ 875.60	\$ 50.00	\$ 2,000.00	\$ 5.00	\$ 200.00	\$ 5.00	\$ 200.00	\$ 5.00	\$ 200.00	\$ 5.00	\$ 200.00	
249-A001	Temporary Rock Check Dam	1.0	EA	\$ 1,500.00	\$ 1,500.00	\$ 614.42	\$ 614.42	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00	\$ 1,500.00	\$ 1,500.00	\$ 4,000.00	\$ 4,000.00	\$ 1,500.00	\$ 1,500.00	
262-A001	1" HDPE Water Line	250.0	LF	\$ 15.00	\$ 3,750.00	\$ 7.91	\$ 1,977.50	\$ 40.00	\$ 10,000.00	\$ 10.00	\$ 2,500.00	\$ 9.00	\$ 2,250.00	\$ 10.00	\$ 2,500.00	\$ 9.00	\$ 2,250.00	
262-A002	Water Spigot Connection	1.0	EA	\$ 150.00	\$ 150.00	\$ 652.26	\$ 652.26	\$ 2,500.00	\$ 2,500.00	\$ 300.00	\$ 300.00	\$ 850.00	\$ 850.00	\$ 300.00	\$ 300.00	\$ 850.00	\$ 850.00	
620-A001	Mobilization	1.0	LS	\$ 20,000.00	\$ 20,000.00	\$ 16,709.98	\$ 16,709.98	\$ 20,000.00	\$ 20,000.00	\$ 13,200.00	\$ 13,200.00	\$ 26,540.00	\$ 26,540.00	\$ 13,200.00	\$ 13,200.00	\$ 26,540.00	\$ 26,540.00	
815-A001	Geotextile Type V, Nonwoven (Measured by surface area covered)	125.0	SY	\$ 8.00	\$ 1,000.00	\$ 8.25	\$ 1,031.25	\$ 10.00	\$ 1,250.00	\$ 10.00	\$ 1,250.00	\$ 7.50	\$ 937.50	\$ 10.00	\$ 1,250.00	\$ 7.50	\$ 937.50	
815-B001	Loose Riprap, Size 100	60.0	TON	\$ 100.00	\$ 6,000.00	\$ 81.88	\$ 4,912.80	\$ 120.00	\$ 7,200.00	\$ 100.00	\$ 6,000.00	\$ 82.00	\$ 4,920.00	\$ 100.00	\$ 6,000.00	\$ 82.00	\$ 4,920.00	

Add Alt. No. 1

Item No.	Description	Estimated Quantity	Unit	Extension			Unit Price			Extension			Unit Price			Extension		
				Unit Price	Extension	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Extension	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Extension	Unit Price
221-A001	Concrete Paved Ditch	440.0	SY	\$ 150.00	\$ 66,000.00	\$ 183.82	\$ 80,880.80	\$ 80,880.80	\$ 80,880.80	\$ 80,880.80	\$ 80,880.80	\$ 80,880.80	\$ 80,880.80	\$ 80,880.80	\$ 80,880.80	\$ 80,880.80	\$ 80,880.80	\$ 80,880.80
				Add Alt. No. 1 Total	\$ 66,000.00	Total	\$ 80,880.80	Total	\$ 80,880.80	Total	\$ 80,880.80	Total	\$ 80,880.80	Total	\$ 80,880.80	Total	\$ 80,880.80	Total
				Base Bid + Add Alt. No. 1 Total	\$ 238,780.00	Total	\$ 221,720.02	Total	\$ 221,720.02	Total	\$ 221,720.02	Total	\$ 221,720.02	Total	\$ 221,720.02	Total	\$ 221,720.02	Total
				LOW BID														

Math Error. Unit Price Governs

I certify that this is a correct tabulation of all bids received for this Project on the date stated above.

Steph. Thelander

Signature



September 13, 2023

Chris Williams
City of Starkville
110 West Main Street
Starkville, Mississippi 39759

RE: *Professional Services Agreement*
Utility and Roadway Design Services for HWY 182 BUILD Project - Starkville, Mississippi

Dear Mr. Williams:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of Starkville, Mississippi ("Client") for providing professional engineering services for value engineering and redesign associated with utilities and storm drainage for the HWY 182 BUILD ("Project") within the City of Starkville, Mississippi.

PROJECT UNDERSTANDING

Kimley-Horn understands that the City of Starkville seeks engineering services for the HWY 182 BUILD project related to water, sewer, and stormwater facilities within the project. The previous design was constrained for all underground services to be placed behind the curb. With the City taking ownership of the roadway, these constraints have been relaxed. This effort will evaluate the stormwater and utilities in the project to increase the resiliency of the improvements and reduce the overall construction costs and complexity. It is the goal of the City to incorporate these changes into new construction drawings following MDOT's LPA project development guidelines.

This project will include the calculation of quantities and development of probable construction costs for the proposed work. Because the Consultant does not control the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

Quality is a top priority for Kimley-Horn and the City. The design team will conduct internal quality assurance reviews and respond to comments throughout the construction plans and specifications prior to any from the City or third-party reviewers.

SCOPE OF SERVICES

Kimley-Horn will provide the services specifically set forth below.

TASK 1: MEETINGS AND PROJECT MANAGEMENT

The Consultant will provide the following scope of services relating to the LPA and their representative, MDOT and FHWA.

Meetings. Recurring coordination meetings both in-person and virtual. In these meetings, design updates will be presented along with updates on the status of the schedule, estimates for project construction costs, and discussion of current issues as well as BUILD grant reporting tasks. It is expected that the frequency of these meetings will vary during the project from weekly to at a maximum monthly.

Project Team Coordination. The project manager will be responsible for managing the activities of the Kimley-Horn professionals working on the project to communicate project tasks and schedules throughout the duration. The PM will also coordinate with the project subconsultants to manage their tasks and deliverables.

LPA Revisions. Kimley-Horn will coordinate revisions associated with LPA-100 and LPA-700/800.

Development of White Paper. Since this project is funded through the B.U.I.L.D. Grant program there are specific tasks that will be required by the grant recipient (LPA). The Consultant will assist the LPA in meeting these requirements. During this task the Consultant will assist the LPA in development of the White Paper to justify project scope changes along with submission to FHWA and ultimately OST. This task allows for the development of the draft White Paper document with up to 4 scope element changes, one round of revisions from MDOT/FHWA and addressing comments from OST. Additional or future White Papers are not included in this task.

TASK 2: STORMWATER ANALYSIS AND DESIGN

The Consultant will provide the following scope of services relating to the drainage infrastructure design and stormwater analysis.

The Consultant assumes that on-site detention for water quality and quantity will not be needed. If it is determined that the standard diffused flow methodologies cannot handle the water quality requirements and the ultimate outfall ditches cannot handle the post development flows, the Consultant can design stormwater control measures (SCM) as an additional service.

Kick Off Meeting. Meet with the City to determine the design criteria for this project.

Hydraulic Design & Calculations. Develop hydraulic designs for roadside ditches, storm drainage systems, inlet locations, outfall analyses, and final cross pipe designs based on new design criteria. The portion of the project that contains curb and gutter will be evaluated for spread conditions along

the proposed median as well as the existing outside curb lines. The Consultant will complete pre- versus post-outfall analysis.

Utility Conflict Analysis. Collect horizontal and vertical alignments from other utilities along the project corridor to evaluate potential conflicts and required coordination. This review will include the design survey and roadway alignment to coordinate any supplemental field investigation, survey, or coordination needed. Design alignments will be modified throughout the design phases to reflect identified utility conflict coordination needs. As part of this effort, the stormwater network design will be built in Civil3D for a more detailed conflict analysis with exiting and proposed underground utilities.

Site Walk/Field Review. Conduct site walk with the City and project stakeholders to review alignments to observe potential conflicts, note potential alignment improvements, and photo document current site conditions. A single site walk with 2 team members is anticipated to promote effective coordination and constructability within the design plans and specifications.

Construction Drawings. Prepare construction drawings for storm drain systems, inlets, ditches, crossing pipes. Plan and profile drawings will be prepared at a 1:20 plan view and horizontal scale and a 1:5 vertical scale. Drainage features will be indicated on the plan/profile sheets for the purposes of identifying right of way and easement requirements. Profile view will include perpendicular utility crossings. Comments received from the PS&E review will be addressed in writing and incorporated into the final plans. A hydraulic summary sheet and a tabulation of drainage related quantities will be developed.

Construction Specifications. Prepare construction specifications for the sanitary sewer and potable water design. Specifications will be based on the latest revision of City of Starkville standard construction, material, and appurtenance specifications.

TASK 3: WATER AND SEWER RELOCATIONS

The Consultant will provide the following scope of services relating to the potable water and sanitary sewer relocations.

Kick Off Meeting. Conduct an in-person project kick-off meeting to review the scope of work and confirm design parameters, goals, and preferences with the City of Starkville and Starkville Utilities. This meeting will be followed up by meeting minutes documenting decisions and key take aways for design and specifications.

Data Review. Review information referenced from the prior design effort and collect additional pertinent information for the potable water, sanitary sewer, and appurtenance designs. This task will include a site visit to verify needed information has been collected and missing infrastructure located.

Hydraulic Modeling. Utilize the existing water model calibrated by Kimley-Horn under separate contract to evaluate consolidation of water mains along the project corridor. The results of this model will be reviewed with the Client prior to implementing the findings in the design plans.

Regulatory Review. Review regulatory guidelines for the construction and permitting of potable water and sanitary sewer mains.

Utility Conflict Analysis. Collect horizontal and vertical alignments from other utilities along the project corridor to evaluate potential conflicts and required coordination. This review will include the design survey and roadway alignment to coordinate any supplemental field investigation, survey, or coordination needed. Design alignments will be modified throughout the design phases to reflect identified utility conflict coordination needs.

Site Walk/Field Review. Conduct site walks with the City and Starkville Utilities to review alignments to observe potential conflicts, note potential alignment improvements, and photo document current site conditions. Up to three (3) site walks are anticipated to promote effective coordination and constructability within the design plans and specifications.

Construction Drawings. Prepare construction drawings for the sanitary sewer and potable water design. All drawings will be prepared in MicroStation software. Plan and profile drawings will be prepared at a 1:20 plan view and horizontal scale and a 1:5 vertical scale for potable water and gravity sewer. Design plans will include plan and profile for the potable water and sanitary sewer alignments, removal/abandonment sheets, and construction details. Profile view will include perpendicular utility crossings.

Construction Specifications. Prepare construction specifications for the sanitary sewer and potable water design. Specifications will be based on the latest revision of Starkville Utilities' standard construction, material, and appurtenance specifications.

TASK 4: ROADWAY MODIFICATIONS

The Consultant will provide the following scope of services relating to modifications of the previous roadway design.

Plan Scale Adjustments. Revise the current plan sheet layout to utilize a scale of 1"=20' to provide greater detail, along with prepare additional blow-ups at 1"=10' for high conflict areas.

Cross Section Modifications. Revise the current design cross sections to incorporate the removal of the existing concrete roadway. The current design shows the concrete pavement remaining in place in most locations with an asphalt overlay. Planned revisions to the storm drainage design will necessitate the removal of large sections of the concrete.

Driveways. Prepare individual driveway profiles for each of the forty-three (43) drives located along the project corridor. Profiles will be prepared at a scale of 1"=20' H and 1"=2' V and will show the tie points at each property.

Demolition Plans. Prepare a series of Demolition plans for the project corridor, identifying all known existing features that are to be removed as a part of the project construction. Items will be labeled as remaining, removed, or abandoned in place.

Traffic Control Plan. The Traffic Control Plans, details, and phasing notes will be modified to show revised construction concepts of full and partial roadway closures as well as construction on a block-by-block basis.

Hardscape and Landscape Adjustments. Based on changes to the overall site plan, including but not limited to, roadway design, drainage design and structure locations, utility placement, and bike/pedestrian circulation. Consultant will modify all hardscape plans and details to accommodate the updated design. Roadway and pedestrian light pole and fixture alternatives and placement will be evaluated in an effort to reduce construction costs. If necessary, lighting details will be updated to correspond with new pole and/or fixture selections. Landscape and irrigation plans will be modified to correspond with the updated overall site plan and hardscape plans.

Quantities and Pay Item Adjustments. Based on all of the changes to the proposed designs described in Tasks 2, 3, and 4, the estimated quantities will be recalculated and retabulated. The new quantities will also be added to the online MDOT SQS Worksheet generator for inclusion in the plan set and bidding documents.

Cost Estimates. As part of the MDOT project development process, an updated cost estimate will be developed for the project. The cost estimate will be based on MDOT bid tabs, local contract unit prices, and feedback from contractors. It is planned to be revised based on feedback from the city/MDOT and submitted as part of the PS&E Assembly

TASK 5: PLAN ASSEMBLY AND BIDDING ASSISTANCE

The Consultant will provide the following scope of services relating to plan assembly and bidding assistance.

Plan Assembly and Bidding Assistance. Assist the LPA in advertisement of the project. Services related to this task include Assembly of the PS&E package include certifications (ROW, Utility, Encroachment, Hazardous Waste, Asbestos, if needed), letters, forms, specifications. Consultant will support the advertisement process with printing of plans and specifications, coordination, attendance at pre-bid and bid-opening meetings, and assistance in reviewing bids.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates.

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 - 5 for the total lump sum fee below. Individual task amounts are informational only. Any permitting, application, and similar project fees will be paid directly by the Client.

Task 1	Project Management and Meetings	\$46,622
Task 2	Stormwater Analysis and Redesign	\$110,929
Task 3	Water and Sewer Relocations	\$138,547
Task 4	Roadway Modifications	\$114,273
Task 5	Plan & Proposal Assembly and Bidding	\$51,376

Total Lump Sum Fee	\$461,747
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Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Kimley-Horn" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to City of Starkville.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

_____ Please email all invoices to _____

_____ Please copy _____

To proceed with the services, please have an authorized person sign this Agreement below and return to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on this project.

We appreciate the opportunity to provide these services. Please contact me if you have any questions.

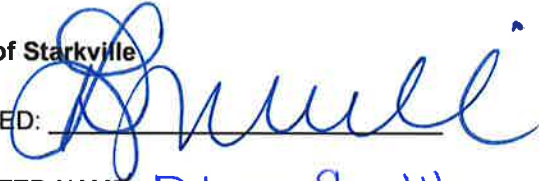
Sincerely,

Kimley-Horn and Associates, Inc.



Clark Bailey, P.E.
Project Manger

City of Starkville

SIGNED: 

PRINTED NAME: D. Lynn Spruill

TITLE: Mayor

DATE: 9.19.2023

Client's Federal Tax ID: 64-6001082

Client's Business License No.: N/A

Client's Street Address: 110 West Main St.
Starkville, MS 39759

Attachment – Request for Information

Attachment – Standard Provisions

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client	City of Starkville				
Mailing Address for Invoices	110 West Main / Starkville				
Contact for Billing Inquiries	Chris Williams				
Contact's Phone and e-mail	cwilliams@cityofstarkville.org				
Client is (check one)	Owner	☐	Agent for Owner	☒	Unrelated to Owner

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
 - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
 - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
 - c. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - d. If Kimley-Horn initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.
 - e. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- 5) **Use of Documents.** All documents and data prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's documents, or any reuse of the documents without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the

Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by Kimley-Horn, the hardcopy shall govern.

- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.
- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate

to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.

- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
 - a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
 - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- 18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

HWY 182 Utility Design & Roadway Adjustments Starkville, MS

TASK DESCRIPTION	LABOR									TOTAL LABOR FEE	TOTAL HOURS
	PIC	Project Manager	Senior Engineer	Engineer II	Engineer I	Engineer Tech	Landscape Architect	Analyst	Clerical		
	\$307	\$220	\$276	\$173	\$147	\$138	\$151	\$116	\$129	\$481,747	3,121

Task 01 – Project Management and Meetings

	3.0	66.0	26.0	48.0	44.0	23.0	20.0	0.0	16.0	\$46,822	260
Coordination meetings with City, MDOT, FHWA (Assumed 6 Month Project Duration)	2	20	8	8	8	15	8			\$13,053	69
Coordination with Owner's Rep		16	4	8	8					\$7,182	36
Monthly Invoicing and Progress Reports		4				8			16	\$4,044	28
PS&E Review Meeting		4	4	8	4		4			\$4,580	24
Pre-Bid Meeting		4	4	4			4			\$3,280	16
Bid Opening		4		4						\$1,573	8
BUILD Grant Coordination		8	4	8	4		4			\$5,440	28
Development and Submittal of White Paper	1	8	4	8	20					\$7,489	41

Task 02 – Stormwater Analysis and Redesign

	3.0	24.0	37.0	111.0	232.0	115.0	0.0	220.0	0.0	\$110,929	742
Calculate Drainage Area & Flow Rate For Cross Drains, Side Drains, & Ditches			1	2	30					\$5,022	33
Develop Storm Drain Models		4	8	25	45			20		\$16,329	102
Site Visit & Review		4		8	8			12		\$4,827	32
Details		1	2	12	20					\$5,784	35
Conflict Analysis and Coordination			1	4	8			8		\$3,067	21
Plan & Profile Production			2	10	30	50		40		\$18,196	132
Notes in Plan/Profile View			2	4	4	40		20		\$9,653	70
Build Drainage Network in Civil3D (conflict coordination)			4					30		\$4,569	34
Details			1	4	4	20				\$4,311	29
Special Design Details		2	2	4	25	5		20		\$8,351	58
Preliminary Quantities Calculations				2	8			20		\$3,831	30
Preliminary Cost Estimate			2		12			8		\$3,236	22
Final Quantity Estimate		1		2	8			12		\$3,127	23
Final Cost Estimate	1		2	8						\$2,244	11
Special Provisions		4	2	2	30			10		\$7,333	48
PS&E Comment Revisions		2		12				20		\$4,831	34
Quality Assurance/ Quality Control	2	6	8	12						\$6,218	28

Task 03 – Water and Sewer Relocations

	11.0	10.0	50.0	236.0	0.0	0.0	0.0	679.0	0.0	\$138,547	985
Kick Off Meeting w/City & Utilities to Discuss Goals & Preferences		1	8	8						\$3,811	17
Data Review & Identify Missing Information	1		1	8				15		\$3,702	25
Hydraulic Modeling			1	8				20		\$3,973	29
Preliminary Water Alignment			2	10				30		\$5,751	42
Preliminary Sewer Alignment			2	10				30		\$5,751	42
Franchise Utility Conflict Analysis				2				5		\$924	7
Drainage, Landscaping, Roadway Conflict Analysis	1		2	10				20		\$4,902	33
Site Walk/Field Review		1	2	8				10		\$3,313	21
Adjust Preliminary Alignments				5				25		\$3,756	30
Finalize Water Alignment			3	15				25		\$6,316	43
Finalize Sewer Alignment			3	15				25		\$6,316	43
Site Walk/Field Review		1	2	8				12		\$3,544	23
Adjust Alignments				5				25		\$3,756	30
Plan & Profile Production			2	10				180		\$23,084	192
Demo/Abandonment Sheets			2	15				30		\$6,618	47
Details Production			1	5				25		\$4,031	31
Specifications	1		2	15				35		\$7,502	53
Review Workshop	2	2	2	6				15		\$4,378	27
Respond to Workshop Comments			2	4				25		\$4,133	31
Site Walk/Field Review			2	8				12		\$3,324	22
Sheet Clean-up and Organization			1	5				15		\$2,876	21

HWY 182 Utility Design & Roadway Adjustments Starkville, MS

TASK DESCRIPTION	LABOR								TOTAL LABOR FEE	TOTAL HOURS	
	PIC	Project Manager	Senior Engineer	Engineer II	Engineer I	Engineer Tech	Landscape Architect	Analyst			Clerical
	\$307	\$220	\$276	\$173	\$147	\$138	\$151	\$116			\$129
Estimate Quantities			1	6				25		\$4,204	32
Cost Estimate	2	1	1	6				15		\$3,882	25
QA/QC Review	2	2	4	10				5		\$4,467	23
QA/QC Revisions				15				30		\$8,067	45
Owner Review	2	2	4	10				10		\$5,044	28
Respond to Owner Comments				8				15		\$3,120	23

Task 04 – Roadway Modifications

	1.0	29.0	22.0	115.0	142.0	0.0	32.0	484.0	0.0	\$114,273	825
Vertical Alignment Design											
Sidroad regrading				4				8		\$1,618	12
Driveway Profile design and plans prep		2		20				40		\$8,529	62
Intersection Design											
Evaluate Sign Distance (11 Intersections)				1				6		\$867	7
Cross Sections											
Determine Proposed Template Criteria (Mainline and 11 Sideroads)		1	2	2				6		\$1,811	11
Generate Proposed Templates (Mainline and 11 Sideroads)				2				20		\$2,658	22
Incorporate Storm and Utilities (Mainline and 11 Sideroads)		4	4		40			40		\$12,471	88
ROW Determination											
Determine slope limits from cross sections and label				1	2					\$467	3
Traffic Control Plan											
Evaluate Construction Phasing		2	2							\$991	4
TCP Design				4	16			16		\$4,889	36
TCP Typical Sections				1				4		\$636	5
Typical Sections											
Adjust Paving Details and Notes			1					4		\$738	5
Summary of Quantities	1	2								\$747	3
Adjust SQ Sheets				4				16		\$2,542	20
Adjust pay items		1	1	4				8		\$2,113	14
Edit/Update MDOT SQS		2		4				8		\$2,058	14
Add/Edit Footnotes				2				4		\$809	6
Estimated Quantity Sheets											
Earthwork (phased if necessary)				2				8		\$1,040	8
Permanent Erosion Control				1				2		\$404	3
Traffic Control				1				4		\$636	5
Pavement Marking (permanent and temporary)				1				2		\$404	3
Removal Items								4		\$462	4
Guardrail				1				2		\$404	3
Permanent Signing				1				2		\$404	3
Incidental Construction Items		1		2				4		\$1,029	7
Quantity Calculations				4				36		\$4,853	40
Plan Profile Sheets											
Adjust for larger scale		1		2				24		\$3,340	27
Sheet Clean-up and Organization				2				16		\$2,196	18
Traffic Control Detail Sheets											
Updates to Phasing Narrative		2		4						\$1,133	6
Construction Signing Detail		2		1				4		\$1,076	7
TCP Sheets				8				16		\$3,236	24
Retaining Walls											
Horizontal and Vertical Design				2				8		\$1,271	10
Incorporate into roadway cross sections				2				8		\$1,271	10
Traffic Signal Sheets											
Traffic Signal Plan Sheets		1		2				8		\$1,491	11
Traffic Signal Wiring				2				8		\$1,271	10
Demolition Sheets		1	2	20	40			40		\$14,727	103
Determine Necessary Standard Drawings		1		2						\$567	3
Quality Review and Revisions		2	10		24			24		\$9,489	60
Hardscape & Landscape Modifications											
Hardscape Plans		1					4	10		\$1,980	15
Hardscape Detailing							4	4		\$1,067	8

HWY 182 Utility Design & Roadway Adjustments Starkville, MS

TASK DESCRIPTION	LABOR									TOTAL LABOR FEE	TOTAL HOURS
	PIC	Project Manager	Senior Engineer	Engineer II	Engineer I	Engineer Tech	Landscape Architect	Analyst	Clerical		
	\$307	\$220	\$276	\$173	\$147	\$138	\$151	\$116	\$129	\$461,747	3,121
Lighting Alternatives & Plans		1					8	20		\$3,740	29
Lighting Details							4	16		\$2,453	20
Landscape Plans							4	16		\$2,453	20
Irrigation Plans							8	20		\$3,520	28
Submit PS&E Review Plans											
Add, edit, modify standard and special provisions		1		4	12					\$2,673	17
2 Multi-Page PDF Files For Plans & Cross Sections					2					\$293	2
Complete/Submit Phase B Checklist		1		2	2					\$750	5
Submit Quantity Calculations (1 multi-page pdf)		1			2					\$403	3
Submit CADD Files					2					\$293	2

Task 05 – Plan & Proposal Assembly and Bidding

	1.0	59.0	10.0	64.0	60.0	0.0	28.0	97.0	0.0	\$51,376	319
PS&E Assembly											
Compose Letters		1			4					\$807	5
Compile Forms					4					\$587	4
Print Plans		1			8		10			\$2,904	19
Special Provisions		8	2	12	20		10			\$8,836	52
Assemble Specifications		4		8						\$2,267	12
Material Checklist		1		4						\$913	5
MDOT Coordination		8		12						\$3,840	20
Advertisement											
Print Plans and Specifications					8			25		\$4,062	33
Prepare Advertisement		8						20		\$4,071	28
Bidder Coordination		12	8	12	16		8	8		\$11,404	64
Issue Addenda (up to 2)		8						16		\$3,609	24
Receive and Evaluate Bids	1	4		8				8		\$3,498	21
Assemble Bids and Submit		4		8				20		\$4,578	32

Summary

	19	190	147	573	478	138	80	1,480	16	\$461,747	3,121
Task 01 – Project Management and Meetings	3	68	28	48	44	23	20	0	16	\$46,622	250
Task 02 – Stormwater Analysis and Redesign	3	24	37	111	232	115	0	220	0	\$110,929	742
Task 03 – Water and Sewer Relocations	11	10	50	235	0	0	0	679	0	\$138,547	985
Task 04 – Roadway Modifications	1	29	22	115	142	0	32	484	0	\$114,273	825
Task 05 – Plan & Proposal Assembly and Bidding	1	59	10	64	60	0	28	97	0	\$51,376	319

PUBLIC WORKS: STREETS

Section 1: Traffic Signs: High Intensity grade Scotthlight, must meet all applicable State and Federal Highway Specifications

	G&C Supply	Vulcan Signs	Custom Products Corp		
12" x 6"	\$6.68	\$4.02	\$5.79		
12" x 18"	\$10.95	\$10.40	\$13.77		
12" x 36"	\$18.82	\$15.21	\$25.36		
18" x 18"	\$16.59	\$11.82	\$20.46		
18" x 24"	\$19.01	\$15.21	\$25.36		
24" x 24"	\$24.83	\$20.28	\$33.25		
24" x 30"	\$29.99	\$25.35	\$42.17		
30" x 30"	\$37.13	\$31.68	\$51.25		
36" x 36"	\$54.48	\$45.63	\$74.92		
48" x 24"	\$49.79	\$40.56	\$65.60		
48" x 48"	\$99.58	\$81.12	\$130.00		
24" x 24" stop sign	\$23.19	\$18.68	\$33.06		
30" x 30" stop sign	\$35.62	\$29.21	\$49.58		
36" x 36" stop sign	\$51.28	\$42.08	\$74.57		
30" yield	\$28.34	\$16.70	\$26.65		
36" yield	\$39.27	\$22.82	\$35.30		

Section 2: Sign brackets, anchor plates, round tubular posts, post caps, post reflectors and round posts. *Dept will have to review to see what bid will be the lowest and best bid

	G&C Supply	Vulcan Signs	Custom Products Corp		
Brackets to mount signs to round post	\$5.95	\$3.95 Single side post clamp	\$6.30 5.5" blade holder silver rpb922f		
Round post anchor plates	\$3.25	\$49.55	\$2.58		

		Poz Loc surface mount for 2 3/8" RD post	Part ba080aplate238 quoted		
Tamper proof brackets for round post	\$.72	\$5.60 5 1/2 blade holder cap	No bid		
Round tubular post- standard for all signs to be installed 2 3/8" x 10'	\$33.76	\$34.77	\$33.65 No free freight on post, city will pay freight *16gauge/.065		
2 3/8" x 12'	\$40.40	\$41.72	\$39.51 No free freight on post, city will pay freight *16gauge/.065		
Double sided sign mounting bracket for 2 3/8" round post	\$5.25	\$5.95	\$7.65 Part rpb2bb832 quoted		
Single sided sign mounting bracket for 2 3/8" round post	\$4.90	\$3.95	\$5.92 Part rpb2bb832 quoted		
Post cap for 2 3/8" round post	\$3.00	\$5.60 5 1/2 blade holder cap	\$6.30 Rpb922f 55" blade		
Anchor plate for 2 3/8" round post	\$3.25	\$49.55 Poz Loc surface mount for 2 3/8" rd post	\$2.58 Part ba080aplate238 quoted		
L-bracket to mount signs to light poles	\$7.55	\$11.60 14 1/2 cantilever	No Bid		
Adjustable sign mounting strap to mount signs to light poles	\$6.08	\$102.22 3/4" 020x100' strapping	No Bid		
Sign mounting bracket for adjustable sign mounting strap	\$2.15	\$5.35 Flared leg brackets	No Bid		
Street sign (ID sign) flat blade	\$5.95	\$5.60	\$6.30 rpb922f 55" blade		

bracket for 2 3/8" round post		5 1/2" blade holder cap			
Street sign cross pieces	\$5.95	\$4.70 3 1/2" cross	\$6.30 rpb922f 55" blade		
Round post					
2 3/8" x 10'	\$33.76	\$34.77	\$33.65 No free freight on post, city will pay freight *16gauge/.065		
2 3/8" x 12'	\$40.40	\$41.72	\$39.51 No free freight on post, city will pay freight *16gauge/.065		
Post reflectors		063 gaugex3"x36"	Brite max Multiview 5" x 30"		
Yellow-green	\$7.44	\$5.89	\$19.83		
Red	\$7.06	\$5.14	\$16.02		
White	\$7.06	\$5.14	\$16.02		
Yellow	\$7.06	\$5.14	\$16.02		

Section 3: Street Sign Blanks (Aluminum, No Holes)	G&C Supply	Vulcan Signs	Custom Products Corp		
6x18x0.080	\$2.53	\$3.61	\$4.28		
6x24x0.080	\$3.43	\$4.59	\$5.57		
6x30x0.080	\$4.32	\$5.58	\$6.95		
6x36x0.080	\$5.72	\$6.14	\$7.71		
Section 4: Traffic Sign Decals (3M systems, or Equal, for refacing signs in field)	G&C Supply	Vulcan Signs	Custom Products Corp		
24"x24" Stop Sign	\$9.65	\$7.88	\$16.39		
30"x30" Stop Sign	\$15.02	\$12.31	\$21.77		
36"x36" Stop Sign	\$21.63	\$17.73	\$32.84		

			*minimum order 5 identical		
30" Yield	\$14.88	\$6.24	\$17.00 *minimum order 12 identical		
36" Yield	\$21.95	\$7.74	\$23.55 *minimum order 5 identical		
Section 5: Sheet Vinyl	G&C Supply	Vulcan Signs	Custom Products Corp		
6" rool x 50yd white eng grade	\$183.99	\$91.00	No Bid		
6"roll x 50 yd black sheet vinly with application tape on front	\$192.38	*3650-12 \$129.40	No Bid		

Section 6: Assorted U- Channel Posts:	G&C Supply	Vulcan Signs	Custom Products Corp		
U-Channel Posts: Galvanized Steel (2lbs/ft), Unpainted ordered in lots of 25 or 50					
7 foot	\$19.03	\$22.96	No Bid		
8 foot	\$21.73	\$26.24	\$27.77		
9 foot	\$24.46	\$29.52	\$31.24		
10 foot	\$27.18	\$32.80	\$34.71		
12 foot	\$32.60	\$39.36	\$41.65		
U-Channel Posts: Galvanized Steel (2lbs/ft), painted green ordered in lots of 25 or 50					
7 foot	\$14.42	\$19.74	\$21.57		
8 foot	\$17.58	\$22.56	\$22.00		
9 foot	\$19.78	\$25.38	No Bid		
10 foot	\$21.96	\$28.20	\$27.48		

12 foot	\$24.70	\$33.84	\$33.00		
U-Channel Posts: Galvanized Steel (2lbs/ft), unpainted ordered in lots of 12	G&C Supply	Vulcan Signs	Custom Products Corp		
10 foot	\$29.12	\$32.80	\$34.71		
12 foot	\$34.93	\$39.36	\$41.65		

U-Channel Posts: Galvanized Steel (2lbs/ft), painted green, ordered in lots of 12					
	G&C Supply	Vulcan Signs	Custom Products Corp		
10 foot	\$23.53	\$28.20	\$27.48		
12 foot	\$28.23	\$33.84	\$33.00		
Section 7: 4-way intersection name signs:	G&C Supply	Vulcan Signs	Custom Products Corp		
Section 8: Street name posts: tubular, galvanized					
	G&C Supply	Vulcan Signs	Custom Products Corp		
2-3/8"x11"	\$30.30	\$38.24	No Bid		
2-3/8" O.D. pipe caps	\$3.62	\$4.70 3 ½ blade holder	\$6.30 5.5" blade holders		
90 degree cross plates (Vulcan signs VSS-2 or equivalent)	\$3.05	\$4.70 3 ½ blade holder	\$6.30 5.5" blade holders rpb99of		
Section 16: Mosquito Control Chemicals (must be labeled for mosquito spray use)					
	Adapco, LLC				
Approved manufactures (adulticides)					

1. <u>Bayer</u> permanone RTU.. gal	Perma 4-4 (2x2.5gl case) \$35.25/gl 4.6% Permethrin & PBO \$35.25/gl *See bid				
Scourge 4+12 gal	Scourge 4+12 PermaSease 3-15 \$90.00: 2x2.5 gl case, 55gl drum				
1.wellmark (altoside) 30 day briquettes (400 count)	No Bid				
2.wellmark(aloside) 150 day briquettes (220) count	wellmark(aloside) 150 day briquettes (220) count Substitute				
Case	Metalarv XRP (200 WSP/Case) \$490.00/cased Metalarv XRP (800 WSP/Case) \$1,936.00/case Vectolex WSP Bacillus sphaericus 2362, Strain ABTS-1743 (800 WSP/case) \$960.00/case				

Section 21: Round rei Section 28: Corrugated Polyethylene Pipe Culverts ripped pipe with smooth interior (submit specifications & manufacturer with bid) for use under H20 live loading. Corrugated polyethylene pipe shall conform to the requirments of AASHTO designation:M294, type S					
	Coburn Supply Company				
12" LF	\$9.27				
18" LF	\$17.14				

24" LF	\$28.67				
30" LF	\$41.12				
36" LF	\$54.59				
42" LF	\$66.38				
48" LF	\$83.67				
54" LF	No Bid				
60" LF	\$144.10				
Section 28-A: Corrgated polypropylene pipe culverts (N-12 HP)					
	Coburn Supply Company				
12" LF	\$13.04				
18" LF	\$22.83				
24" LF	\$32.61				
30" LF	\$50.00				
36" LF	\$68.48				
42" LF	\$84.78				
48" LF	\$115.22				
54" LF	No Bid				
60" LF	\$155.44				
Section 29: Copper, steel, galvanized, corrugated, metal pipe, round pipe					
	Coburn Supply Company				
12" Diameter 16 2-2/3" x 1/2" CMPPlain	\$20.60				
2-2/3" x 1/2" CMPAspcoatd	\$26.87				
2-2/3" x 1/2" CMPAspcoatd	no bid				

15" Diameter 16 2-2/3" x 1/2" CMPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert	\$24.72 \$32.24 No Bid				
18" Diameter 16 2-2/3" x 1/2" CMPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert	\$30.90 \$40.30 No bid				
21" Diameter 16 2-2/3" x 1/2" CMPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert	\$35.02 \$45.67 No Bid				
21" Diameter 14 2-2/3" x 1/2" CMPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert	\$43.26 \$56.42 No Bid				
24" Diameter 16 2-2/3" x 1/2" CMPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert	\$39.14 \$51.05 No bid				
24" Diameter 14 2-2/3" x 1/2" CMPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert	\$49.44 \$64.48 No Bid				
24" Diameter 12 2-2/3" x 1/2" CMPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert	\$67.99 \$88.66 No Bid				
30" Diameter 16 2-2/3" x 1/2" CMPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert	\$49.44 \$64.48 No Bid				

30" Diameter 14 2-2/3" x 1/2" CMPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert	\$61.81 \$80.60 No Bid				
30" Diameter 12 2-2/3" x 1/2" CMPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert	\$84.47 \$110.15 No Bid				
36" Diameter 14 2-2/3" x 1/2" CMPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert	\$74.17 \$96.72 No Bid				
36" Diameter 12 2-2/3" x 1/2" CMPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert	\$100.95 \$131.65 No Bid				
36" Diameter 10 2-2/3" x 1/2" CMPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert	\$134.12 \$174.90 No Bid				
42" Diameter 14 2-2/3" x 1/2" CMPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert	\$86.53 \$112.84 No bid				
42" Diameter 12 2-2/3" x 1/2" CMPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert	\$117.43 \$153.14 No Bid				
42" Diameter 10 2-2/3" x 1/2" CMPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert	\$155.75 \$203.11 No Bid				

48" Diameter 14 2-2/3" x 1/2" CMPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert	\$98.89 \$128.96 No Bid				
48" Diameter 12 2-2/3" x 1/2" CMPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert	\$133.91 \$174.64 No Bid				
48" Diameter 10 2-2/3" x 1/2" CMPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert	\$177.38 \$231.33 No Bid				
54" Diameter 12 2-2/3" x 1/2" CMPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert	\$150.40 \$196.13 No Bid				
54" Diameter 10 2-2/3" x 1/2" CMPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert	\$199.02 \$259.54 No Bid				
60" Diameter 12 2-2/3" x 1/2" CMPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert	\$166.88 \$217.62 No Bid				
60" Diameter 10 2-2/3" x 1/2" CMPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert	\$222.81 \$290.57 No Bid				
66" Diameter 12 2-2/3" x 1/2" CMPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert	\$183.36 \$239.12 No Bid				

66" Diameter 2-2/3" x 1/2" CMP Plain 2-2/3" x 1/2" CMP Asp coated 2-2/3" x 1/2" CMP Asp coated w/pave insert	10 No Bid No Bid No Bid				
54" Diameter 16 gauge 3x1 CMP Plain 3x1 CMP asp coated 3x1 CMP asp coated w/invert	 \$103.01 \$134.34 No Bid				
54" Diameter 14 gauge 3x1 CMP Plain 3x1 CMP asp coated 3x1 CMP asp coated w/invert	 \$125.67 \$163.89 No Bid				
54" Diameter 12 gauge 3x1 CMP Plain 3x1 CMP asp coated 3x1 CMP asp coated w/invert	 \$171.00 No Bid No Bid				
60" Diameter 16 gauge 3x1 CMP Plain 3x1 CMP asp coated 3x1 CMP asp coated w/invert	 \$113.31 \$147.77 No Bid				
60" Diameter 14 gauge 3x1 CMP Plain 3x1 CMP asp coated 3x1 CMP asp coated w/invert	 \$138.03 \$180.01 No Bid				
60" Diameter 12 gauge 3x1 CMP Plain 3x1 CMP asp coated 3x1 CMP asp coated w/invert	 \$189.54 No Bid No Bid				
66" Diameter 16 gauge 3x1 CMP Plain	 \$123.61				

3x1CMP asp coated 3x1CMPaspcoatedw/invert	\$161.20 No Bid				
66"Diameter 14 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMPaspcoatedw/invert	\$152.46 \$198.82 No Bid				
66"Diameter 12 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMPaspcoatedw/invert	\$208.08 No Bid No Bid				
72"Diameter 16 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMPaspcoatedw/invert	\$135.97 \$177.32 No Bid				
72"Diameter 14 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMPaspcoatedw/invert	\$166.88 \$217.62 \$ No Bid				
72"Diameter 12 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMPaspcoatedw/invert	\$226.62 No Bid No Bid				
72"Diameter 10 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMPaspcoatedw/invert	\$302.85 No Bid No Bid				
78"Diameter 14 gauge 3x1CMP Plain	\$199.16				

3x1CMP asp coated 3x1CMPaspcoatedw/invert	\$259.71 No Bid				
78"Diameter 12 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMPaspcoatedw/invert	\$272.40 No Bid No Bid				
84"Diameter 14 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMPaspcoatedw/invert	\$215.18 \$280.61 No Bid				
84"Diameter 12 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMPaspcoatedw/invert	\$293.01 No Bid No Bid				
84"Diameter 10 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMPaspcoatedw/invert	\$394.19 No Bid No Bid				
90"Diameter 14 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMPaspcoatedw/invert	No Bid No Bid No Bid				
90"Diameter 12 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMPaspcoatedw/invert	No Bid No Bid No Bid				
90"Diameter 10 gauge					

3x1CMP Plain	No Bid				
3x1CMP asp coated	No Bid				
3x1CMPaspcoatedw/invert	No Bid				
90"Diameter					
8 gauge					
3x1CMP Plain	No Bid				
3x1CMP asp coated	No Bid				
3x1CMPaspcoatedw/invert	No Bid				
96"Diameter					
14 gauge					
3x1CMP Plain	\$289.02				
3x1CMP asp coated	\$376.91				
3x1CMPaspcoatedw/invert	No Bid				
96"Diameter					
12 gauge					
3x1CMP Plain	\$397.07				
3x1CMP asp coated	No Bid				
3x1CMPaspcoatedw/invert	No Bid				
96"Diameter					
10 gauge					
3x1CMP Plain	\$533.21				
3x1CMP asp coated	No Bid				
3x1CMPaspcoatedw/invert	No Bid				
108"Diameter					
14 gauge					
3x1CMP Plain	\$343.37				
3x1CMP asp coated	\$447.79				
3x1CMPaspcoatedw/invert	No Bid				
108"Diameter					
12 gauge					
3x1CMP Plain	\$472.13				
3x1CMP asp coated	No Bid				
3x1CMPaspcoatedw/invert	No Bid				
108"Diameter					
10 gauge					
3x1CMP Plain	\$633.94				
3x1CMP asp coated	No Bid				
3x1CMPaspcoatedw/invert	No Bid				
108"Diameter					
8 gauge					

3x1CMP Plain	No Bid				
3x1CMP asp coated	No Bid				
3x1CMPaspcoatedw/invert	No Bid				
Section 31:Copper, Steel, Galvanized, corrugated metal pipe, arch pipe					
	Coburn Supply Company				
15"Diameter 16 span x rise 18x11,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt	\$27.19 \$35.46 No Bid				
18"Diameter 16 span x rise 22x13,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt	\$33.99 \$44.33 No Bid				
21"Diameter 16 span x rise 25x16,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt	\$38.53 \$50.24 No Bid				
21"Diameter 14 span x rise 25x16,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt	\$47.59 \$62.06 No Bid				
24"Diameter 16 span x rise 29x18,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt	\$43.06 \$56.15 No Bid				

24"Diameter 14 span x rise 29x18,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/inv	\$54.39 \$70.93 No Bid				
24"Diameter 12 span x rise 29x18,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/inv	\$74.79 \$97.53 No Bid				
30"Diameter 14 span x rise 36x22,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/inv	\$67.99 \$88.66 No Bid				
30"Diameter 12 span x rise 36x22,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/inv	\$92.92 \$121.17 No Bid				
36"Diameter 14 span x rise 43x27,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/inv	\$81.58 \$106.39 No Bid				
36"Diameter 12 span x rise 43x27,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/inv	\$111.05 \$144.81 No Bid				
42"Diameter 14 span x rise 50x31,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/inv	\$95.18 \$124.13 No Bid				
42"Diameter 12 span x rise 50x31,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated	\$129.18 \$168.46				

22/3x1/2CMPaspcoatedw/invt	No Bid				
42"Diameter 10 span x rise 50x31,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt	 \$171.33 \$223.43 No Bid				
48"Diameter 14 span x rise 58x36,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt	 No Bid No Bid No Bid				
48"Diameter 12 span x rise 58x36,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt	 \$147.30 \$192.10 No Bid				
48"Diameter 10 span x rise 58x36,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt	 \$195.12 \$254.46 No Bid				
54"Diameter 12 span x rise 65x40,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt	 \$165.43 \$215.74 No Bid				
54"Diameter 10 span x rise 65x40,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt	 \$218.92 \$285.49 No Bid				
60"Diameter 12 span x rise 73x45,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt	 No Bid No Bid No Bid				

60"Diameter 10 span x rise 73x45,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt	 \$245.09 \$319.62 No Bid				
54"Diameter 14 span x rise 65x40,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt	 \$138.24 \$180.28 No Bid				
60"Diameter 14 span x rise 73x45,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt	 \$151.84 \$198.01 No Bid				
60"Diameter 12 span x rise 73x45,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt	 \$208.49 No Bid No Bid				
66"Diameter 14 span x rise 73x45,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt	 \$167.70 \$218.70 No Bid				
66"Diameter 12 span x rise 73x45,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt	 \$228.89 No Bid No Bid				
72"Diameter 14 span x rise 88x55,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt	 \$183.56 \$239.39 No Bid				
72"Diameter 12 span x rise 88x55,3x1CMPPlain 3x1CMP asp coated	 \$249.29 No Bid				

3x1CMPaspcoatedw/inv	No Bid				
72"Diameter 10 span x rise 88x55,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/inv	\$333.14 No Bid No Bid				
72"Diameter 14 span x rise 88x55,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/inv	\$183.56 \$239.39 No Bid				
72"Diameter 12 span x rise 88x55,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/inv	\$249.29 No Bid No Bid				
78"Diameter 14 span x rise 87x63,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/inv	\$219.07 \$285.69 No Bid				
78"Diameter 12 span x rise 87x63,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/inv	\$299.64 No Bid No Bid				
84"Diameter 14 span x rise 95x67,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/inv	\$236.70 \$308.68 No Bid				
84"Diameter 12 span x rise 95x67,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/inv	\$322.31 No Bid No Bid				
84"Diameter 10 span x rise 95x67,3x1CMPPlain	\$433.60				

3x1CMP asp coated 3x1CMPaspcoatedw/inv	No Bid No Bid				
96"Diameter 14 span x rise 122x77,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/inv	\$317.92 \$414.61 No Bid				
96"Diameter 12 span x rise 122x77,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/inv	\$436.78 No Bid No Bid				
96"Diameter 10 span x rise 122x77,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/inv	\$586.53 No Bid No Bid				
108"Diameter 12 span x rise 138x87,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/inv	\$519.34 No Bid No Bid				
108"Diameter 10 span x rise 138x87,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/inv	\$697.33 No Bid No Bid				
b. less than 100 lin.ft-city provides material	No Bid				

PUBLIC WORKS: SANITATION

Section 1: Front loading refuse containers (truck load quality)- All containers- Slant MF 2 Blk, Maroon-color 67 with bulldog paw prints stenciled in white on side.

	Wastequip	Toter	Plum Creek
2 cubic yard() painted	\$603.64 : 52 units will fit on one truckload	No Bid	\$550.00
4 cubic yard() painted	\$805.48 : 52 units will fit on one truckload	No Bid	\$695.00

6 cubic yard() painted	\$1,044.95: 14 units will fit on one truckload	No Bid	\$795.00
8 cubic yard() painted	\$1,265.67 : 8 units will fit on one truckload	No Bid	\$1,095.00
10 cubic yard() painted	\$1,698.67 : 8 units will fit on one truckload	No Bid	\$1,450.00

Section 2: Front – Loading refuse Containers (material-Polyethylene) – All containers - Slant MF 2 Blk, Maroon-color 67 with Bulldog paw prints stenciled in white on side.

	Wastequip	Toter	Plum Creek
2 cubic yard() painted	No Bid	\$613.23	No Bid
4 cubic yard() painted	No Bid	\$869.94	No Bid

Section 3: Residential Heavy Duty 2 Wheeled Recycling Containers – Compatible with automatic and semi-automatic curbside collections. Blue with attached lid, white recycling arrow on the front, “SES and up to 4 numbers on the side.

	Wastequip	Toter	
26 gallon	No Bid	\$42.60	
32 gallon	No Bid	\$45.61	
48 gallon	No Bid	\$49.68	
64 gallon	No Bid	\$53.54	
96 gallon	No Bid	\$59.07	

16. ACCEPTANCE OF 9-30-23 PROPOSED BUDGET ADJUSTMENTS.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval of Budget Adjustments for FY 2023” is enumerated, this consent item is thereby approved. Adjustments follow this page.

17. CONSIDERATION FOR TRAINING CHIEF BRIAN ARNETT, B.C. DEWAYNE DAVIS, B.C. JEROME CLARK AND CAPTAIN JASON WILLIAMS TO TRAVEL TO OKALOOSA ISLAND, FL TO ATTEND THE NORTH FLORIDA FIRE EXPO ON FEBRUARY 7 – 10TH, 2024 AT AN APPROXIMATE COST OF \$3,600.00 (HOTEL, PARKING, REGISTRATION, MEALS AND TRAVEL).

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval for Training Chief Brian Arnett, B.C. Dewayne Davis, B.C. Jerome Clark and Captain Jason Williams to travel to Okaloosa Island, FL to attend the North Florida Fire Exp on February 7 – 10th, 2024 at an approximate cost of \$3,600.00 (hotel, parking, registration, meals and travel)” is enumerated, this consent item is thereby approved.

18. CONSIDERATION TO HIRE CHRIS BUSBY, JOHNNY CORNETT AND WYMAN LEDLOW AS POLICE OFFICERS.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Chris Busby, Johnny Cornett and Wyman Ledlow as Police Officers” is enumerated, this consent item is thereby approved.

19. CONSIDERATION TO HIRE ZAQUENTIN HALL AND TREVON OUTLAW AS SEASONAL SANITATION WORKERS.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval hire Zaquentin Hall and Trevon Outlaw as seasonal Sanitation Workers” is enumerated, this consent item is thereby approved.

20. CONSIDERATION TO HIRE KEVIN YOUNG AS A STREET MAINTENANCE WORKER II.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Kevin Young as a Street Maintenance Worker II” is enumerated, this consent item is thereby approved.

21. CONSIDERATION TO HIRE MARTINA CUMMINS AS A PART TIME CUSTOMER SERVICE REPRESENTATIVE IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the Sept 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Martina Cummins as a Part Time Customer Service Representative at Starkville Utilities” is enumerated, this consent item is thereby approved.

22. CONSIDERATION TO HIRE MISTY CLEMENT AS A CUSTOMER SERVICE REPRESENTATIVE IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the Sept 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Misty Clement as a Customer Service Representative at Starkville Utilities” is enumerated, this consent item is approved.

**City of Starkville
Budget Adjustments
September 19, 2023**

		Increase Expense / Decrease Revenue	Decrease Expense / Increase Revenue
<u>Fund 001 - General Fund</u>			
001-110-501-200	Supplies	500.00	
001-110-600-301	Research Resources		500.00
001-111-604-330	Youth Court Communications	150.00	
001-123-480-133	Hospital Insurance - IT	1,000.00	
001-160-420-118	Salary-Prosecuting Attorney	560.00	
001-180-501-200	Supplies and Equipment - HR	1,100.00	
001-180-690-553	Training / Education - HR		1,100.00
001-191-440-107	Project Peace Employees	1,000.00	
001-000-250-620	Project Peace		1,000.00
001-192-600-338	Contract Services - Gen City	1,500.00	
001-192-625-380	Utilities - Gen City	500.00	
001-192-630-403	Repairs to Building & Equipment - Gen City	500.00	
001-201-918-802	FUSUS Real Time Crime Center - Police	4,250.00	
001-000-340-194	FUSUS Donation Revenue		2,500.00
001-246-525-231	Gas & Oil - Code Enforcement	750.00	
001-246-690-553	Training - Code Enforcement		750.00
001-261-440-108	Part Time / Temporary - Fire	15,600.00	
001-261-535-233	Uniforms and Uniform Cleaning - Fire	5,000.00	
001-550-600-297	Operating Expense Reim. - Parks	120,000.00	
001-120-600-302	Media/Public Relations Services		9,000.00
001-142-600-303	Software - Citywide		10,000.00
001-197-690-553	Education Reimb - Engineering		3,000.00
001-201-420-103	Police Officers		94,560.00
001-281-430-107	Hourly-Clerical - Community Development		8,000.00
001-301-430-107	Hourly-Clerical - Street		6,000.00
001-301-440-114	Hourly-Labor - Street		16,000.00
<u>Fund 305 - 2022 G.O. Public Improvement Bonds</u>			
305-300-600-301	2023 Street Improvement Proj - Prof	550.00	
305-300-600-324	Inspection and Testing	11,625.00	
305-000-340-602	Interest - Investments		12,175.00
<u>Fund 306 - 2022 Local Improvements Project Fund</u>			
306-351-600-300	Professional Services - J L King		111,530.00
306-351-911-854	J L King Field Lighting Construction	111,530.00	
306-352-911-854	Construction Northside Drainage	383,017.89	
306-352-600-300	Professional Services - Northside		249,677.69
306-000-380-801	Transfer from 2018 Public Improvement Bonds Fund		133,340.20

**City of Starkville
Budget Adjustments
September 19, 2023**

		Increase Expense / Decrease Revenue	Decrease Expense / Increase Revenue
<u>Fund 319 - Public Improvement Bonds 2018</u>			
319-900-950-900	Transfer to 2022 Local Improvement Project Fund	133,340.20	
319-600-948-854	Drainage Improvements		133,340.20
<u>Fund 375 - Park and Rec Tourism</u>			
375-551-907-942	Existing Park Improvements	5,000.00	
375-551-620-370	Insurance	500.00	
375-000-260-084	Tourism Tax - 1%		5,500.00

23. CONSIDERATION TO HIRE EARLENE MALONE AS A PART TIME CUSTOMER SERVICE REPRESENTATIVE IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Earlene Malone as a Part Time Customer Service Representative at Starkville Utilities” is enumerated, this consent item is thereby approved. This is a new position.

24. CONSIDERATION TO HIRE WARLCHEZ SPENCER AS A SEASONAL WORKER IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Warlchez Spencer as a Seasonal Worker at Starkville Utilities” is enumerated, this consent item is thereby approved.

25. CONSIDERATION OF A UTILITY BILL INSERT INFORMING THE PUBLIC OF THE NEW STARKVILLE ALERTS SYSTEM FOR A COST OF \$1,845.00.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval of a utility bill insert informing the public of the new Starkville Alerts system for a cost of \$1,845.00 payable to Narrative 12” is enumerated, this consent item is thereby approved.

26. CONSIDERATION OF AN AMENDMENT TO AN AGREEMENT WITH TYLER TECHNOLOGIES TO ADDRESS A LICENSING CHANGE FOR A YEARLY COST OF \$7,400.00 PER YEAR, AND A ONE-TIME CONVERSION FEE OF \$6,555.00 FOR A 1ST YEAR TOTAL OF \$13,955.00.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval of an amendment to an agreement with Tyler Technologies to address a licensing change for a yearly cost of \$7,400 per year, and a one-time conversion fee of \$6,555 for a first-year total of \$13,955.00” is enumerated, this consent item is thereby approved. Agreement follows this page.

27. CONSIDERATION TO ACCEPT THE FISCAL YEAR 2024 BUDGET SUBMISSION OF SFC FOR PARKS AND RECREATION.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval to accept the budget submission of for Parks and Recreation” is enumerated, this consent item is thereby approved. The budget follows the Tyler agreement.

28. CONSIDERATION TO ACCEPT T & M STEEL CHANGE ORDER #14 IN THE AMOUNT OF \$162,505.00 FOR ADDITIONAL ELECTRICAL WORK, FREEZER/COOLER INSTALLATION, CONCRETE PAD AND BATHROOM VENT COVERS AND AN ADDITIONAL 90 DAYS.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval of T & M Steel change order #14 in the amount of \$162,505.00 for additional electrical work, freezer/cooler installation, concrete pad and bathroom vent covers and an additional 90 days” is enumerated, this consent item is thereby approved.



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and City of Starkville-Municiple Court, with offices at 101 Lampkin St., Starkville, MS 39759 ("Client").

WHEREAS, Tyler and Client are parties to a License and Services Agreement dated January 16, 2008 ("Agreement"); and

WHEREAS, Tyler and Client now desire to amend the Agreement.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. Five (5) additional NetMotion-NMCOMPCONV licenses as set forth in the Investment Summary attached to this Amendment as Exhibit 1 are hereby added to the Agreement; provided, however, the term shall commence on September 15, 2023 for a period of one (1) year. The existing 57 perpetual NetMotion-NMCOMPCONV licenses as set forth in the Agreement are hereby converted to Subscription licenses as of the Amendment Effective Date. The term of the Subscription will be one (1) year from September 15, 2023 with the option to renew annually. No later than thirty (30) days prior to the end of the term, Tyler will provide the Client with a renewal Investment Summary. Upon approval by the Client, the parties will enter into a subsequent 1-year term. Either party may terminate in writing at least thirty (30) days prior to the end of the then-current term. Payment of fees and costs for such items are as follows:
 - a. A one-time fee of \$600.00 for the five (5) additional NetMotion licenses for the period commencing on September 15, 2023 through September 14, 2024 shall be invoiced on September 15, 2023.
 - b. A one-time conversion fee in the amount of \$6,555 shall be invoiced in advance of September 15, 2023 for the period commencing September 15, 2023 through September 14, 2024.
 - c. Subscription fees for sixty two (62) NetMotion licenses as set forth in the Investment Summary attached as Exhibit 1 to this Amendment shall be invoiced in the amount of \$7,440.00 on September 15, 2024 for the period commencing on such date and ending September 14, 2025.
2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
3. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date of signature of the last party to sign as indicated below.

Tyler Technologies, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Municipal
City of Starkville-Municipal Court, MS
By:  _____
Name: Lynn Spruill _____
Title: Mayor _____
Date: 9.19.2023 _____



Exhibit 1
Amendment Investment Summary

The following Amendment Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Amendment Investment Summary is effective as of the Amendment Effective Date

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INVESTMENT SUMMARY

Tyler Software	\$ 0
Services	\$ 0
Third-Party Products	\$ 7,155
Total One-Time Cost	\$ 7,155
Annual Recurring Fees/SaaS	\$ 7,440
Tyler Software Maintenance	\$ 0
Travel (Not included in Total One-Time Cost)	\$ 0



Sales Quotation For:

City of Starkville Police Department
101 E Lampkin St
Starkville MS 39759-2944
Phone: +1 (662) 323-4131

Quoted By:
Quote Expiration:
Quote Number:
Quote Name:

Madonna Allen
12/17/23
2023-412022-F7D8T6
Netmotion Conversion & Add 5

Annual / SaaS

Description	Quantity	Annual
Public Safety Pro		
Licenses		
NMSCOMPSUB (Effective from 09/15/2024 through 9/14/2025)	62	\$ 7,440
TOTAL		\$ 7,440

Third-Party Hardware, Software and Services

Description	Quantity	Unit Price	Total	Unit	Year One Maintenance
Public Safety Pro					

NMCOMPCONV (Effective from 09/15/2023 through
9/14/2024)
NMSCOMPSUB (Effective from 09/15/2023 through
9/14/2024)

57	\$ 115	\$ 6,555	\$ 0	\$ 0
5	\$ 120	\$ 600	\$ 0	\$ 0
TOTAL		\$ 7,155	0	0

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 7,440
Total Tyler Services	\$ 0	\$ 0
Total Third-Party Hardware, Software, Services	\$ 7,155	\$ 0
Summary Total	\$ 7,155	\$ 7,440
Contract Total	\$ 14,595	

Comments

Chart of Accounts		CSP	SPX	Parks	Total Roll up
40000	Revenue				
40100	Programs	\$-	\$200,000.00	\$-	\$200,000.00
40200	Memberships	\$-	\$15,000.00	\$-	\$15,000.00
40300	Facility Rentals - Non Tournament	\$-	\$50,000.00	\$40,000.00	\$90,000.00
40400	Events & Tournaments	\$30,000.00	\$20,000.00	\$-	\$50,000.00
40500	Family Entertainment Center	\$-	\$-	\$-	\$ -
40600	Food and Beverage	\$75,000.00	\$50,000.00	\$-	\$ 125,000.00
40700	Pro/Merch Shop	\$-	\$-	\$-	\$ -
40800	Other Revenue	\$160,000.00	\$110,000.00	\$-	\$270,000.00
49999	Gross REVENUE	\$265,000.00	\$445,000.00	\$40,000.00	\$750,000.00
50000	COST OF GOODS SOLD				
50100	Local Programming	\$-	\$ 60,000.00	\$-	\$ 60,000.00
50200	Memberships pool	\$-	\$ 45,000.00	\$-	\$ 45,000.00
50300	Facility Rentals	\$ 20,000.00	\$ 20,000.00	\$-	\$ 40,000.00
50400	Events & Tournaments	\$ 30,000.00	\$ 20,000.00	\$-	\$ 50,000.00
50500	Family Entertainment Center	\$-	\$-	\$-	\$ -
50600	Food and Beverage	\$ 50,000.00	\$ 40,000.00	\$-	\$ 90,000.00
50700	Pro/Merch Shop	\$-	\$-	\$-	\$ -
50800	Other Cost of Sales	\$ 20,000.00	\$ 20,000.00	\$-	\$ 40,000.00
50900	Labor	\$-	\$-	\$-	\$ -
	tourn	\$ 20,000.00	\$ 10,000.00	\$-	\$ 30,000.00
	league	\$ 10,000.00	\$ 5,000.00	\$-	\$ 15,000.00
	FNB	\$ 40,000.00	\$ 20,000.00	\$-	\$ 60,000.00
	ref	\$ 30,000.00	\$ 60,000.00	\$-	\$ 90,000.00
51000	Miscellaneous Cost of Sales	\$ -	\$ 15,000.00	\$ -	\$ 15,000.00
59999	TOTAL COST OF GOODS SOLD	\$ 220,000.00	\$ 315,000.00	\$ -	\$ 535,000.00
90000	Net PROFIT (Line 64 - Line 119)				\$215,000.00
60000	EXPENSES				
60100	Advertising / Marketing	\$25,000.00	\$25,000.00	\$20,000.00	\$70,000.00
60200	Bank & Other Service Charges	\$3,000.00	\$3,000.00	\$-	\$6,000.00
60300	General Office Expenses	\$25,000.00	\$40,000.00	\$-	\$65,000.00
60400	Insurance	\$12,000.00	\$12,000.00	\$12,000.00	\$36,000.00
60500	Management Company	\$240,000.00	\$90,000.00	\$90,000.00	\$420,000.00
60600	Salaries and Wages	\$380,000.00	\$320,000.00	\$135,000.00	\$835,000.00
60700	Payroll Expenses	\$120,000.00	\$118,000.00	\$45,000.00	\$283,000.00
60800	Professional Services	\$2,500.00	\$2,500.00	\$0.00	\$5,000.00
60900	Occupancy Expense	\$1,500.00	\$2,000.00	\$1,500.00	\$5,000.00
61100	Facility Maintenance	\$130,000.00	\$130,000.00	\$120,000.00	\$380,000.00
61200	Utilities	\$60,000.00	\$60,000.00	\$60,000.00	\$180,000.00
	Total	\$999,000.00	\$802,500.00	\$483,500.00	\$2,285,000.00

Cornerstone Park - Phase 3 CONTRACT CHANGE ORDER FORM
--

CONTRACT FOR:	Cornerstone Park - Phase 3	CHANGE ORDER NO. 14	
OWNER:	City of Starkville	DATE:	9/12/2023
CONTRACTOR:	T & M Steel Erectors, Inc.		

You are hereby requested to comply with the following changes from the contract plans and specifications:

ITEM NO.	DESCRIPTION OF CHANGES	DECREASE IN CONTRACT AMOUNT	INCREASE IN CONTRACT AMOUNT
1	Walk-In Cooler and Walk-In Freezer		\$127,400.00
2	Kitchen Equipment Connections		\$20,897.00
3	Restroom Vent Covers		\$7,708.00
4	Professional Fees (David D'Aquilla, DT Design)		\$6,500.00
	TOTALS	\$0.00	\$162,505.00
	OVERALL TOTAL		\$162,505.00

JUSTIFICATION:

The amount of the Original Contract was:	\$9,073,064.00
Change Order #1 increased the contract amount by:	\$7,417.00
Change Order #2 increased the contract amount by:	\$35,747.00
Change Order #3 increased the contract amount by:	\$7,943.00
Change Order #4 increased the contract amount by:	\$103,120.00
Change Order #5 increased the contract amount by:	\$0.00
Change Order #6 increased the contract amount by:	\$214,894.00
Change Order #7 increased the contract amount by:	\$12,773.00
Change Order #8 increased the contract amount by:	\$19,380.00
Change Order #9 increased the contract amount by:	\$3,000.00
Change Order #10 increased the contract amount by:	\$25,000.00
Change Order #11 increased the contract amount by:	\$9,971.00
Change Order #12 increased the contract amount by:	\$12,564.00
Change Order #13 increased the contract amount by:	\$0.00
Change Order #14 increased the contract amount by:	\$162,505.00
The Contract Total including this change order will be:	\$9,687,378.00

The Original Contract Completion Date was:	April 22, 2022
Change Order 1 increased the Contract Completion Date by the following # of days:	"20"
Change Order 2 increased the Contract Completion Date by the following # of days:	"10"

Change Order 3 increased the Contract Completion Date by the following # of days:
 Change Order 4 increased the Contract Completion Date by the following # of days:
 Change Order 5 increased the Contract Completion Date by the following # of days:
 Change Order 6 increased the Contract Completion Date by the following # of days:
 Change Order 7 increased the Contract Completion Date by the following # of days:
 Change Order 8 increased the Contract Completion Date by the following # of days:
 Change Order 9 increased the Contract Completion Date by the following # of days:
 Change Order 10 increased the Contract Completion Date by the following # of days:
 Change Order 11 increased the Contract Completion Date by the following # of days:
 Change Order 12 increased the Contract Completion Date by the following # of days:
 Change Order 13 increased the Contract Completion Date by the following # of days:
 Change Order 14 increased the Contract Completion Date by the following # of days:

"28"
"21"
"175"
"0"
"0"
"0"
"0"
"0"
"0"
"90"
"90"
November 29, 2023

The new Contract Completion Date will be:

This document will become a supplement to the signed contract agreement and all provisions will apply hereto.

Requested	<u>David D'Aquila</u> Phase Manager - David D'Aquila	<u>09/23/23</u> Date
Recommended	<u>Sam Henry</u> Project Manager - Sam Henry	<u>09.13.23</u> Date
Accepted	<u>Tom Sneed</u> Contractor - T & M Steel Erectors, Inc.	<u>09.13.23</u> Date
Approved	<u>Lynn Spruill</u> City of Starkville Mayor Lynn Spruill	<u>9.19.23</u> Date

T & M Steel Erectors, Inc

General Contractors

P O Box 2305 Columbus, MS 39704 662-328-2860* FAX 662-328-2889*

officetmsteel@gmail.com

September 11, 2023

Sam Henry
Dt Design Studio
6465 N. Qual Hollow, Suite 401
Memphis, TN 38120

RE: Cornerstone Phase 3
Electrical for Freezer/Cooler & Kitchen Equipment Proposal

We propose to furnish the necessary labor and materials to complete the following:

Freezer/Cooler

- 5" Concrete Slab on grade with 15 mil Vapor Barrier
- 6" CMU with brick veneer walls as shown up 8' and capped with cast stone to match existing
- Walk-In Cooler 12' x 10' and Walk-In Freezer 8' x 10'
- Necessary Electrical which will be in conduit overhead from the existing Electrical Room
- 4" Sidewalk as shown

PRICE **\$ 127,400.00**

Kitchen Equipment Connections

- Provide necessary equipment materials and labor to the electrical connections for the owners' furnished equipment

PRICE **\$ 20,897.00**

Restroom Grill Covers & Louver Openings

- Furnish and Install 8 Price 96 Covers
- Paint to match hardware or whatever color is selected

PRICE **\$ 7,708.00**

Sincerely,

Tom Sneed

Tom Sneed
Construction Manager

29. CONSIDERATION TO APPLY FOR THE JUSTICE ASSISTANCE GRANT WITH THE STATE OF MISSISSIPPI, DEPARTMENT OF PUBLIC SAFETY, \$4,999.70 WITH A LOCAL MATCH OF \$1,249.92.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval to apply for the Justice Assistance Grant with the State of Mississippi, Department of Public Safety for \$4,999.70 with a local match of \$1,249.92 for camera equipment” is enumerated, this consent item is thereby approved.

30. CONSIDERATION TO APPLY AND PARTICIPATE IN THE STATE OF MISSISSIPPI, FISCAL YEAR 2022 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM AT NO COST TO THE CITY.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval to apply for and participate in the Mississippi Department of Homeland Security, Cyber Security Grant, in order to be eligible for future funding” is enumerated, this consent item is thereby approved.

31. CONSIDERATION FOR CHIEF MARK BALLARD AND ACCREDITATION MANAGER SHONDA DELOACH TO ATTEND THE 2023 NATIONAL CALEA (COMMISSION ON ACCREDITATION FOR LAW ENFORCEMENT AGENCIES) AWARDS CONFERENCE IN BELLEVUE, WASHINGTON ON NOVEMBER 7-12, 2023 WITH TRAVEL EXPENSES NOT TO EXCEED \$6,500.00.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval for Chief Mark Ballard and Accreditation Manager Shonda Deloach to attend the 2023 National CALEA (Commission on Accreditation for Law Enforcement Agencies) Awards Conference in Bellevue, Washington on November 7-12, 2023 with travel expenses not to exceed \$6,500.00” is enumerated, this consent item is thereby approved.

32. CONSIDERATION TO PURCHASE ONE EIGHT-YARD REAR LOADER GARBAGE TRUCK FROM SANSOM EQUIPMENT AT A COST OF \$164,000.00 DUE TO SANSOM HAVING THE QUICKEST DELIVERY TIME OF BIDS RECEIVED, MEETING ALL SPECIFICATIONS THAT THE DEPARTMENT NEEDS, ALONG WITH SERVICING AND WORKING ON CITY GROUNDS IF NEEDED AND AUTHORIZE THE CITY CLERK TO ADVERTISE FOR FINANCING.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval to purchase one Eight-yard rear loader garbage truck from Sansom Equipment at a cost of \$164,000.00 due to Sansom having the quickest delivery time, meeting all specifications that the Department needs, along with servicing and working on City grounds if needed and authorize the City Clerk to advertise for financing” is enumerated, this consent item is thereby approved.

CITY OF STARKVILLE REAR LOADING REFUSE UNIT		
Line Items	Sansom Equipment Co.	Pac-Mac
Lot 1: 8 Yard Rear Loader - Price Per Unit	\$164,000	\$150,000
Lot 2: 8 Yard Rear Loader - Delivery Time - In Days Only	30	90
Lot 3: 11 Yard Rear Loader - Price Per Unit	\$208,862	\$200,000
Lot 4: 11 Yard Rear Loader - Delivery Time - In Days Only	30	90

33. CONSIDERATION TO RENEW THE DISTRIBUTION INSURANCE COMPANY (DIC) PROPERTY-CASUALTY INSURANCE PROPOSAL FOR STARKVILLE UTILITIES- ELECTRIC DIVISION.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval of renewal of the Distribution Insurance Company (DIC) property-casualty insurance proposal for Starkville Utilities- Electric Division” is enumerated, this consent item is thereby approved.

34. CONSIDERATION TO ACCEPT EMERGENCY AUTHORIZATION CONSISTENT WITH PRESIDENTIAL DETERMINATION NO. 2022-19 FROM TRANSARMOUR INC. TO PURCHASE A 150KVA 3 PHASE PADMOUNT TRANSFORMER IN THE AMOUNT OF \$26,500.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval of emergency authorization consistent with Presidential Determination No. 2022-19 from TransArmour Inc. to purchase a 150KVA 3 phase padmount transformer in the amount of \$26,500” is enumerated, this consent item is thereby approved.

35. CONSIDERATION TO DECLARE 1992 FLATBED TRUCK (LAST 4 VIN #1449) AS SURPLUS PROPERTY AND TO SELL PER MS CODE §31-7-13(m)(vi) AT \$2,500 TO AMORY UTILITIES, ANOTHER MUNICIPALITY ENTITY.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval to declare 1992 Flatbed Truck (Last 4 Vin #1449) as surplus property and to sell per MS Code §31-7-13(m)(vi) at \$2,500 to Amory Utilities, another municipality entity” is enumerated, this consent item is thereby approved.

36. CONSIDERATION TO APPROVE THE LOW QUOTE FROM BIRMINGHAM ALTEC FOR REPAIRS AND MAINTENANCE FOR THE BACKYARD MACHINE FOR THE ELECTRIC DIVISION IN THE AMOUNT OF \$24,049.44.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the low quote from Birmingham Altec for repairs and maintenance for the backyard machine for the Electric Division in the amount of \$24,049.44” is enumerated, this consent item is thereby approved.

Two Quotes: Altec- Birmingham: \$24,049.44 and Altec – Conway: \$25,528.11

37. CONSIDERATION TO APPROVE THE LOW QUOTE FROM USA BLUEBOOK FOR A STERILIZER FOR THE WWTP IN THE AMOUNT OF \$6,269.31.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the low quote from USA Bluebook for a Sterilizer for the WWTP in the amount of \$6,269.31” is enumerated, this consent item is thereby approved. Two Quotes: North Central Laboratories - \$7,445.00 and USA Bluebook - \$6,269.31

38. CONSIDERATION TO APPROVE A GRANT AGREEMENT IN THE AMOUNT OF \$720,000 WITH THE APPALACHIAN REGIONAL AUTHORITY(ARC) AND SUBSEQUENTLY THE MS DEV AUTHORITY (MDA) AS APPROVED FOR THE PURPOSE OF STARKVILLE WASTE WATER TREATMENT PLANT (WWTP) INFLUENT PUMP STATION REHABILITATION.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the Sept. 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval to execute a grant agreement with the ARC and subsequently the MDA as approved for the purpose of Starkville WWTP influent pump station rehabilitation.” is enumerated, this consent item is approved. Agreement follows this page.



Appalachian
Regional
Commission

PROJECT ANNOUNCEMENT

Subject: Starkville Influent Pump Station Rehabilitation
MS-21497-302-23

Grantee: Starkville, City of
Starkville, MS

Local Contact: Mande Lewis **Congressional 1,3**
662-324-7860 **District(s):**

Funding: ARC \$720,000
Local \$180,000
Total \$900,000

WASHINGTON, D.C.-

The Appalachian Regional Commission announced today approval of a grant in the amount of \$720,000 to the City of Starkville for improvements to its wastewater influent pump station. The renovations include the replacement of several large gate valves, check valves, high-capacity pumps, and general maintenance. The Starkville influent pump station receives sanitary sewer flow from the City of Starkville, Mississippi State University, and East Oktibbeha Wastewater District. The proposed renovations will improve sewer service for 60,900 households and 1,100 businesses in the project service area.

The Starkville influent station was built in 1981 and many of the pumps and valves no longer work as designed. The 42-year-old gate valves cannot fully close causing maintenance and operation limitations. The condition of the equipment becomes a larger issue during periods of wet weather when the combined stormwater and sewage flow must bypass the treatment plant to a holding lagoon for future processing. With many of the gate valves and check valves inoperable, the city must rent equipment to control and move the incoming flow to maintain treatment operations.

This renovation project addresses many of the operational shortcomings
www.arc.gov

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WASHINGTON, DC 20009-1068
PH. 202 884 7700

currently experienced by improving reliability and operations, reducing maintenance, and helping to lower operating costs. The influent station serves a large area and its continued operation is critical to the City of Starkville, Mississippi State University, and the East Oktibbeha Wastewater District.

In addition to the \$720,000 in ARC funds, local sources will provide \$180,000, bringing the total project funding to \$900,000.

About the Appalachian Regional Commission

The Appalachian Regional Commission (ARC) is an economic development agency of the federal government and 13 state governments focusing on 423 counties across the Appalachian region. ARC's mission is to innovate, partner, and invest to build community capacity and strengthen economic growth in Appalachia and help the region achieve socioeconomic parity with the nation. More information is available at www.arc.gov.

Date Approved: 8/29/2023



Appalachian
Regional
Commission

To: Gayle C. Manchin, Federal Co–Chair
Subject: Starkville Influent Pump Station Rehabilitation
MS-21497-302-23
Grantee: Starkville, City of
Starkville, MS
County(s): Distressed: Oktibbeha
Basic Agency: State-Administered (Mississippi Development Authority)
Goal: ARC Goal 3, Objective 1. State Strategy 3.1.1. Make strategic investments that leverage federal, state, local and private capital for the development and improvement of water, wastewater, and basic utility systems.
Purpose: To replace gate valves, pumps, and check valves at the Starkville influent pump station.
Funding:

ARC (INXDC)	\$720,000	80%
Local	\$180,000	20%
Total	\$900,000	100%

City of Starkville \$180,000

Description:

The City of Starkville seeks funding to renovate the Starkville influent pump station located on Sand Road. The renovations include the replacement of 8 large diameter gate valves, and 4 large diameter check valves, the installation of a 3-ton electric hoist, replace a large 60 horsepower 12-inch pump, the renovation of one wetwell, and install a bypass valve. The Starkville influent pump station receives the entire sanitary sewer flow from the City of Starkville, Mississippi State University, and East Oktibbeha Wastewater District. The proposed renovations at Starkville will improve sewer service for 60,900 households and 1,100 businesses in the project service area.

Rationale/Benefits:

The Starkville influent station operates using several pumps, electric motors, and valves that move wastewater at the rate of 6,000 gallons per minute and up to 10,000 gallons per minute in wet weather. Many of the pumps and valves are part of the original construction dating back to 1981. Several of the gate valves used to control and isolate pumps have failed and cannot be fully closed causing maintenance and operation limitations. The condition of the equipment becomes a larger issue during periods of wet weather when bypassing the treatment plant to a holding lagoon is necessary. With many of the gate valves inoperable or not fully functioning, Starkville relies on rented equipment to pump the combined stormwater and sewer flow to the lagoon. The rental equipment is expensive and sometimes unreliable.

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MS-21497-302-23

The proposed project was developed through an assessment conducted by Starkville employees and the consulting engineering firm. The assessment identified opportunities for improved reliability and operations, a reduction in maintenance, and lower operating costs with the replacement of inoperable gate valves, check valves, pumps, and implementing a bypass to route peak flows to an existing lagoon. In its current condition, the influent station experiences persistent maintenance issues that this project will address to avoid a failure of critical sewer infrastructure that serves the City of Starkville, Mississippi State University, and the East Oktibbeha Wastewater District.

Performance Measure (Outputs):

Outputs for this project include improved sewer service for 60,900 households and 1,100 businesses.

Performance Measure (Outcomes):

Outcomes for this project include 60,900 households and 1,100 businesses improved through access to reliable sewer service.

This project will have a primary impact on distressed areas. The period of performance is from October 1, 2023 to September 30, 2026. The project is consistent with the ARC Act and Code and is recommended for funding.

Recommended:

Brandon McBride

Executive Director

8/25/2023 9:45 AM

Date Recommended

Approved:

Gayle C. Manchin

Federal Co-Chair

8/29/2023 4:16 PM

Date Approved

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill introduced new police officer Gabriel Steenwyk.

She then offered congratulations to Buster Camp, the recently elected Pet Mayor along with five Pawdermen, Furr Chief and Chief of Paylice. She thanked the Starkville Partnership for this successful fundraiser for the local Humane Society.

BOARD OF ALDERMEN COMMENTS:

CITIZEN COMMENTS:

Alvin Turner, Ward 7, thanked the Mayor for her address at the NAACP banquet. He also thanked the Police department for keeping the citizens safe. He expressed concern with County elections and new voting locations due to redistricting.

Paige Watson, Starkville Main Street Director, noted there are several events being planned in the City and invited all to view their website for details. She then noted the Starkville Christmas Parade will be held Monday, November 27 and asked the Vice Mayor to serve as Grand Marshall of the parade in honor of his thirty years in elected office and service to the community.

Vice Mayor Perkins shared his appreciation to Ms Watson and all that had selected him as the Grand Marshall this year. He stated he would be honored to serve as Grand Marshall.

PUBLIC APPEARANCE: None

PUBLIC HEARING: None

39. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Brooks, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of September 11, 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: Absent
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	\$ 1,077,324.47
Airport Fund	015	35,071.70
Sanitation	022	69,624.48
2022 GO Public Improv Bonds	305	75.00
American Relief Fund	309	322,793.40
Spring/Hwy 12 Linkage TAP	313	19,675.00
Park and Rec Tourism	375	464.00

BUILD Grant	377	3,723.75
Stark/Hospital Road Expansion	700	32,806.50
Sub Total Before Utilities		\$ 1,561,558.30
Utilities Dept.	SED	506,399.63
Total Claims	Total	\$ 2,067,957.93

40. CONSIDERATION TO APPROVE AN ELECTRIC RATE INCREASE OF 2.5% DUE TO THE ELIMINATION OF THE TVA PANDEMIC CREDIT AND INCREASED OPERATION AND MAINTENANCE COSTS WITH THE EFFECTIVE DATE OF NOVEMBER 1, 2023.

Starkville Utilities Manager Edward Kemp, along with John Wooten and Carolyn Ward of TVA presented an overview of TVA and Starkville Utilities development and growth over past years and well as future plans and the need for a rate increase.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Vaughn, and adopted by the Board to approve an electric rate increase of 2.5% due to the elimination of the TVA pandemic credit and increased operation and maintenance costs with the effective date of November 1, 2023.

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

41. MOTION TO RECESS UNTIL SEPTEMBER 19, 2023 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Rupp, for the Board of Aldermen to recess the meeting until September 19, 2023 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

Alderman Ben Carver	Voted: Absent
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 17th DAY OF OCTOBER, 2023.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK