



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM: MINUTES
AGENDA DATE: 10-17-23
PAGE: 1 of 38

SUBJECT: Request approval of the minutes of the October 3, 2023 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

REQUESTING
DEPARTMENT: City Clerk's Office

DIRECTOR'S
AUTHORIZATION: Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk / CFO

SUGGESTED MOTION: Approval of the minutes of the October 3, 2023 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
October 3, 2023**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on October 3, 2023 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, Jeffrey Rupp, Mike Brooks, Hamp Beatty, Roy A'. Perkins and Henry Vaughn, Sr. as well as City Attorney Berk Huskison and City Clerk / CFO Lesa Hardin.

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

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

Alderman Beatty asked that Utilities Item 1 (The Walk) be removed from consent.

There being no additional changes, 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 Brooks offered a motion, duly seconded by Alderman Rupp, to approve the October 3, 2023 Official Agenda. The Board voted as follows:

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

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

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
REGULAR MEETING OF TUESDAY, OCTOBER 3, 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 15, 2023 WORK SESSION OF THE
MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.**

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS: Employee Introductions
Cornerstone Grand Opening: October 13, 2023, 11:00 am

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARINGS

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF APPROVING A CONTRACT EXTENSION WITH NARRATIVE 12 FOR THE UPCOMING FISCAL YEAR TO END SEPTEMBER 30, 2024.

X. BOARD BUSINESS

THERE ARE NO ITEMS FOR THIS AGENDA

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL OF WORK ORDER CHANGE #1 ON CONTRACT B FROM TABOR CONSTRUCTION IN THE AMOUNT OF \$4,062.00 TO REMOVE AND REPLACE A 16' X 20' SECTION OF DETERIORATED CONCRETE ADJACENT TO THE ONGOING WORK ON THE SOUTH HANGAR RAMP AT GEORGE M. BRYAN FIELD.

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 APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH CIVIL-LINK, LLC IN THE AMOUNT OF \$54,500.00 FOR ESTABLISHING A ROADWAY MAINTENANCE IMPROVEMENT PLAN.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF SEPTEMBER 25, 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.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. MOVE APPROVAL OF THE PROMOTIONS OF MATTHEW DAVIS AND JOSHUA WILSON TO THE RANK OF LIEUTENANT, SAMANTHA GILLEN, PRINSTON HENDERSON, CHRIS JACKSON, MOULTRIE LACEY, JERMY LOMAX AND JOHN PEARSON ALL TO THE RANK OF SERGEANT; AS WELL AS APPROVAL TO INCLUDE THE RETAINAGE OF CANDIDATES FROM THE PROMOTION PROCESS HELD IN SEPTEMBER 2023 FOR CONSIDERATION TO FILL ANY ADDITIONAL VACANT POSITION DUE TO RETIREMENTS, TERMINATIONS, OR APPROVED ADDITIONS TO THE POLICE DEPARTMENT WITHIN A PERIOD OF 6 MONTHS.
2. REQUEST AUTHORIZATION TO HIRE COREY PATTON AND MARIO MITCHELL AS NON-CERTIFIED POLICE OFFICERS.
3. REQUEST AUTHORIZATION TO HIRE VIRGINIA KILBURN AS A WATER TREATMENT OPERATOR.
4. REQUEST AUTHORIZATION TO HIRE JOHN RASBERRY AS A WASTE WATER OPERATOR II.
5. REQUEST AUTHORIZATION TO HIRE TRISTEN GRAHAM, PRESTON GREGG AND JORDEN NEYMAN AS ENTRY LEVEL FIREFIGHTERS.
6. CONSIDERATION OF THE DISCIPLINE RECOMMENDED BY STARKVILLE POLICE CHIEF MARK BALLARD AS A RESULT OF A DISCIPLINARY ISSUE FOR A STARKVILLE POLICE OFFICER.

H. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL OF RENEWING A YEARLY PROFESSIONAL SERVICE AGREEMENT WITH GARNER COMMUNICATION SERVICES AT RATE OF \$12,000 PER YEAR.
2. REQUEST APPROVAL OF THE LOWEST QUOTE OF \$6,778.82 FROM DELL TECHNOLOGIES FOR SERVER SOFTWARE LICENSES REQUIRED FOR THE CITY HALL DATACENTER.

I. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

J. POLICE DEPARTMENT

1. POLICE
THERE ARE NO ITEMS FOR THIS AGENDA
2. CODE ENFORCEMENT
THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST APPROVAL OF A SEWER UTILITY CONTRACT WITH MISSISSIPPI STATE UNIVERSITY AND THE WALK DEVELOPMENT.
2. REQUEST APPROVAL TO ADVERTISE FOR REQUEST FOR PROPOSALS FOR STARKVILLE UTILITIES POLE INSPECTION.
3. REQUEST AUTHORIZATION TO DECLARE THE 2013 UTILITIES DEPARTMENT CCTV TRUCK (LAST 4 VIN:4377) AS SURPLUS AND SELL ON GOVDEALS.
4. REQUEST AUTHORIZATION TO DECLARE THE 2009 FORD F250 UTILITIES DEPARTMENT WWTP TRUCK (LAST 4 VIN:0374) AS SURPLUS AND SELL ON GOVDEALS.
5. REQUEST AUTHORIZATION TO APPROVE THE LOW QUOTE FROM NESCO FOR FIRE RESISTANT RAINSUITS FOR THE ELECTRIC DIVISION IN THE AMOUNT OF \$6,325.49.
6. REQUEST AUTHORIZATION OF THE PURCHASE OF TWO DELL SERVERS REQUIRED TO UPGRADE STARKVILLE UTILITIES' ADVANCED METERING INFRASTRUCTURE (AMI) SYSTEM FOR THE STATE CONTRACT TOTAL PRICE OF \$23,824.00.
7. REQUEST APPROVAL OF TASK ORDER WITH SEVEN STATES POWER CORPORATION TO PERFORM SYSTEM PERFORMANCE AND FINANCIAL ANALYSIS TO IDENTIFY POTENTIAL OPPORTUNITIES FOR DEMAND RESPONSE.
8. REQUEST AUTHORIZATION TO DECLARE THE 1994 GMC C7H DUMP TRUCK (LAST 4 VIN: 5958) AS SURPLUS AND SELL ON GOVDEALS AND PURCHASE A REPLACEMENT VEHICLE (2023 F550) FROM ALL STATE FORD, WHO PROVIDED THE LOWEST QUOTE OF \$92,806.00.
9. CONSIDERATION OF APPROVAL OF CHANGE ORDER #3 TO ADD 10 CALENDAR DAYS AND A PRICE INCREASE OF \$22,605.00 FOR THE MAIN STREET WATER AND SEWER IMPROVEMENTS PROJECT FOR STORM DRAIN INSTALLATION.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. RECESS UNTIL OCTOBER 17, 2023 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

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

Consent items 2 – 21:

2. CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 15, 2023 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 3, 2023 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the September 15, 2023 Work Session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF APPROVING A CONTRACT EXTENSION WITH NARRATIVE 12 FOR THE UPCOMING FISCAL YEAR TO END SEPTEMBER 30, 2024.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 3, 2023 Official Agenda, and to accept items for consent, whereby the “approval of a contract extension with Narrative 12 for marketing and social media engagement for fiscal year 2023-2024” is enumerated, this consent item is thereby approved. Contract follows this page.

4. CONSIDERATION OF WORK ORDER CHANGE #1 ON CONTRACT B FROM TABOR CONSTRUCTION IN THE AMOUNT OF \$4,062.00 TO REMOVE AND REPLACE A 16’ X 20’ SECTION OF DETERIORATED CONCRETE ADJACENT TO THE ONGOING WORK ON THE SOUTH HANGAR RAMP AT GEORGE M. BRYAN FIELD.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 3, 2023 Official Agenda, and to accept items for consent, whereby the “approval of work order change #1 on contract B from Tabor Construction in the amount of \$4,062.00 to remove and replace a 16’ x 20’ section of deteriorated concrete adjacent to the ongoing work on the South Hangar ramp at George M. Bryan Field” is enumerated, this consent item is thereby approved. Work Order follows Narrative 12 contract.

5. CONSIDERATION OF APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH CIVIL-LINK, LLC IN THE AMOUNT OF \$54,500.00 FOR ESTABLISHING A ROADWAY MAINTENANCE IMPROVEMENT PLAN.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 3, 2023 Official Agenda, and to accept items for consent, whereby the “approval of a professional services agreement with Civil-Link in the amount of \$54,500.00 for establishing a roadway maintenance improvement plan” is enumerated, this consent item is thereby approved. Agreement follows airport work order.

6. CONSIDERATION OF THE PROMOTIONS OF MATTHEW DAVIS AND JOSHUA WILSON TO THE RANK OF LIEUTENANT, SAMANTHA GILLEN, PRINSTON HENDERSON, CHRIS JACKSON, MOULTRIE LACEY, JERMY LOMAX AND JOHN PEARSON ALL TO THE RANK OF SERGEANT; AS WELL AS APPROVAL TO INCLUDE THE RETAINAGE OF CANDIDATES FROM THE PROMOTION PROCESS HELD IN SEPTEMBER 2023 FOR CONSIDERATION TO FILL ANY ADDITIONAL VACANT POSITION DUE TO RETIREMENTS, TERMINATIONS, OR APPROVED ADDITIONS TO THE POLICE DEPARTMENT WITHIN A PERIOD OF 6 MONTHS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 3, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the promotions of Matthew Davis and Joshua Wilson to the rank of Lieutenant, Samantha Gillen, Prinston Henderson, Chris Jackson, Moultrie Lacey, Jermy Lomax and John Pearson all to the rank of Sergeant; as well as approval to include the retainage of candidates from the promotion process held in September 2023 for consideration to fill any additional vacant position due to retirements, terminations, or approved additions to the Police Department within a period of 6 months” is enumerated, this consent item is thereby approved.

Working Agreement

Between

NARRATIVE¹²

and

CITY OF
STARKVILLE

October 2023 – September 2024

We are pleased to confirm the terms on which *Narrative12* will act as a marketing and public relations firm of record for the City of Starkville, for purposes of this document referred to as the City.

I. *NARRATIVE12* RESPONSIBILITIES AND COMPENSATION

- A. *Narrative12* will perform the services customarily performed by an advertising, public relations, and marketing company as directed by the City of Starkville. This contract is specifically created to focus on the planning and execution of social media platforms and a comprehensive public information initiative with a budget of \$4,500 per month.

The deliverables outlined above do not include:

- Printing/design costs
- Talent fees
- Stock images
- Music rights
- Media/advertising placements
- Photography
- Audio/video production costs
- Mailing costs
- Travel expenses
- Web hosting
- Meeting room rentals

- B. Social media coordination shall include management of a comprehensive and dynamic social media presence that utilizes a combination of original content as well as strategically linking relevant stories that yield audience engagement and drive traffic to the City's website. Placements shall include a minimum of three Facebook along with two Instagram and Twitter posts per week.
- C. *Narrative12* will be compensated for the performance of its services on a fee basis over the length of this agreement from October 1, 2023 through September 30, 2024. This fee is to be paid in monthly installments based on billings issued at the end of each month.
- D. Any projects outside the scope of this agreement (such as slide shows, special videos, etc.) will be billed separately at rates agreed upon prior to the beginning of any work.
- E. *Narrative12* shall not disseminate, or use for its own purposes, both during and after the termination of this agreement, any confidential information imparted to *Narrative12* by the City. For purposes of this agreement, "confidential information" shall mean any information imparted to *Narrative12* by the City of Starkville or derived from such information or developed by *Narrative12* in connection with the services to be performed under this agreement.

- F. *Narrative12* recognizes the City of Starkville's reservation of the right, in *Narrative12*'s discretion, to modify, reject or cancel or discontinue any plans, schedules or works in progress; and in such event *Narrative12* will immediately take proper steps to carry out the City's instructions. The City of Starkville agrees, however, to pay all of the proper charges and expenses incurred by *Narrative12* in connection with such work up to the time of its modification, rejection, cancellation and/or discontinuance and for properly imposed charges cancellation of any commitments previously authorized in writing by the City.

II. APPROVALS

- A. *Narrative12* will obtain approval from the City before doing any of the following:

1. Adopting a marketing strategy for services or products.
2. Preparing a marketing campaign.
3. Developing or placing messages to City of Starkville social platforms.

Additional projects assigned, but not defined in this document, shall be approved and estimated on a case-by-case basis, as needed.

- B. All authorizations for services and all approvals will be made by the City mayor, unless or until others are designated in writing.
- C. It is understood that the City of Starkville reserves the right to modify, revise or cancel any plans, schedules or work. In the event the City notifies *Narrative12* that it wishes to do so, *Narrative12* will take steps as promptly as is practicable to stop or revise the work. In connection with any such action, the City agrees to pay *Narrative12* according to the terms of this agreement for any work done, including any contracts and commitments *Narrative12* is unable to cancel, and to reimburse *Narrative12* for any cancellation penalties incurred.
- D. In all cases where substantial expenditures by the City of Starkville are involved, *Narrative12* will obtain specific written approval before making commitments.

III. BILLING AND PAYMENTS

A. Billings to the City of Starkville will be rendered as follows:

1. Charges will be billed monthly under one invoice for all agreed-upon services.
2. *Narrative12* shall submit with each invoice all supporting documentation as may be reasonably requested by the City of Starkville.
3. The City of Starkville will reimburse *Narrative12* at net cost for all reasonable travel and living expenses incurred by *Narrative12* staff in servicing the City account hereunder, subject to *Narrative12* obtaining prior approval from the City for the travel.

IV. MATERIALS AND IDEAS

- A. It is understood that any plans developed by *Narrative12* will remain its property (regardless of whether any embodiment of the plans or ideas is in the possession of the City of Starkville) until paid for and executed as provided in this agreement, when they shall become the sole and exclusive property of the City. *Narrative12* retains the right to reference and display the work products done for the City of Starkville for *Narrative12*'s own promotional purposes.
- B. *Narrative12* acknowledges its responsibility, both during and for one year after the end of its appointment, to use all reasonable efforts to preserve the confidentiality of any proprietary information or data developed by *Narrative12* on behalf of the City of Starkville or disclosed by the City to *Narrative12*.

V. INDEMNIFICATION

- A. *Narrative12*'s appointment under this agreement will be effective from October 1, 2023 through September 30, 2024. It will then automatically renew and be updated with an addendum, communicating the revised compensation and deliverable portions of the contract, based on future goals and budgets. If the agreement is not to be renewed, the City of Starkville or *Narrative12* will provide a 30-day notice of termination. The respective rights and responsibilities of the City and *Narrative12* will continue in force during the notice period.
- B. It is understood that the above terms will be subject to review at any time hereafter at the request of the City of Starkville or *Narrative12* considering changing business circumstances. If at any point the City or *Narrative12* determines the conditions of this agreement are not being met or services not being provided, either party may notify the other in writing of its intention to cancel the contract via a 30-day notice of termination. The respective rights and responsibilities of the City and *Narrative12* will continue in force during the notice period.

- C. Upon receipt of termination, *Narrative12* shall submit to the City of Starkville a written report of all current and future jobs. The City shall thereupon authorize *Narrative12* in writing which jobs shall be brought to completion.
- D. Should termination occur, *Narrative12* will bill the City of Starkville for all amounts remaining due under this agreement (to the extent it has not done so already) and the City will pay such amounts within 30 days. All property and materials in the possession of *Narrative12* and previously paid for or owned by the City shall be transferred to City or its designated representatives.
- E. This agreement constitutes the entire agreement between the parties and may not be amended except in writing executed by both parties.

Narrative12 represents and warrants that it has, and shall maintain throughout the term hereof, all necessary personnel support staff, equipment, licenses, permits to provide the services required under this agreement.

APPROVED AND ACCEPTED:

Narrative12

By: 
Checky Herrington
Principal

Date: 9/29/23

City of Starkville

By: 
Lynn Spruill
Mayor

Date: 10-3-2023

Clearwater Consultants, Inc.

Environmental Engineers

316 University Drive
Post Office Box 1328
Starkville, Mississippi 39760
(662) 323-8000
(662) 323-2200 Fax
info@clearwaterconsultants.com

Change Order No. 1

Project: South Hangar Ramp Expansion, Rehabilitation and Related Improvements
Effective Date: October 4, 2023
Owner: George M. Bryan Field, Starkville, Mississippi
Owner's Project Number: MM- 0068-1023
2023 STF MDOT Project
Contractor: Tabor Construction and Development
200 S. Montgomery, Suite 201
Starkville, MS 39759
Engineer: Clearwater Consultants, Inc.
Post Office Box 1328
Starkville, Mississippi 39760

Description: South Hangar Ramp Expansion, Rehabilitation and Related Improvements

Description	Cost
- Removal and replacement of 16' x 20' section of deteriorated concrete	\$ 4,062.18
Previous Contract Price	<u>\$ 168,031.50</u>
New Contract Price	\$ 172,093.68

RECOMMENDED:	APPROVED:	ACCEPTED:
By:  Engineer (Authorized Signature)	By:  Owner (Authorized Signature)	By:  Contractor (Authorized Signature)
Date: <u>9/26/2023</u>	Date: <u>10.3.2023</u>	Date: <u>9/26/23</u>



September 25, 2023

Cody Burnett, PE, CFM
City Engineer
110 W Main Street
Starkville, MS 39759

REFERENCE: ROADWAY MAINTENANCE AND IMPROVEMENTS PLAN (MIP)
STARKVILLE, MISSISSIPPI

Dear Mr. Burnett:

Civil-Link, LLC (*hereafter "CL"*), located at 5779 Getwell Road Bldg. B, Southaven, MS 38672, is pleased to provide this Letter Agreement to Starkville (*hereafter "City"*) in order to provide services related to the above referenced project. CL will video and rate all the City streets in order to estimate the roadway maintenance schematic level needs over the next 7 to 10 year period. In addition, CL will provide a list of alternative pavement preservation and treatment practices that could be utilized to maximize the efficiency of yearly maintenance investments by the City in the local roadway network. CL will assist the City in the development of projected long-term costs based on the schematic level maintenance needs and will compile this information as part of a MIP that will serve as a basis for the development and facilitation of a future maintenance program for all City roadways. A detailed list of our services are included herein as Exhibit B. The future maintenance program and its implementation and the construction engineering/management required are not part of this Agreement and, if necessary, shall be made part of future services as part of a new or amended agreement.

We propose to provide these services as defined for the Roadway Maintenance and Improvements Plan for a total fixed fee of **\$54,500.00** with the following breakdown of the proposed schedule of services:

Task	Amount	Due Date
Roadway Network Evaluation & Mapping	\$ 37,500.00	45 Days from NTP
Maintenance Improvements Plan	\$ 12,000.00	90 Days from NTP
Web Application Annual Subscription (3 Years)	\$ 5,000.00	Upon Final Deliverable

Upon request from the City, CL will assist the City with implementation utilizing our hourly services included in Exhibit C - Hourly Rate Schedule for Professional Services at a not-to-exceed cost of **\$10,000.00**.

Additional services may include, but are not limited to, items such as: planning assistance, term bid contract development, development of yearly schedules of work, and any other engineering services requested. Also, on a case-by-case basis between the City and CL, specific services with a more clearly defined scope may be negotiated under this Letter Agreement as additional services.

5779 Getwell Road, Bldg. B • Southaven, MS 38672 • Phone: (662) 510-2169 • Fax: (662) 510-2197

The City will be billed per month based on the percentage of completion for fixed fee services or the actual hours of work for Requested Additional Services. All work will be performed in accordance with our General Terms and Conditions attached as Exhibit A.

This Letter Agreement, consisting of two pages; Exhibit A, consisting of one page; Exhibit B, consisting of two pages, Exhibit C, consisting of one page, constitute the entire Agreement between the City and CL and may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

We appreciate the opportunity to provide these services and we look forward to working with the City on this project. If the terms of this Letter Agreement are acceptable, please execute and return a copy to us.

Sincerely,
CIVIL-LINK, LLC

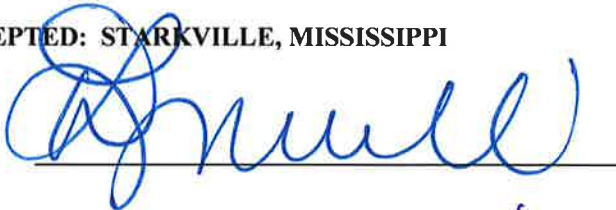


Dan Cordell, PE
Principal

Attachment: *Exhibit A - General Terms and Conditions*
 Exhibit B - Scope of Services
 Exhibit C - Hourly Rate Schedule

ACCEPTED: STARKVILLE, MISSISSIPPI

By:



Title:

D. Lynn Spruill /Mayer

Date:

10.3.2023



EXHIBIT A
GENERAL TERMS AND CONDITIONS

1. **Relationship Between Company and Client.** Company shall serve as Client's consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Company shall not be considered to be the agent of the Client.
2. **Responsibility of the Company.** Company will strive to perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.
Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Client and any other party concerning the Project, the Company shall not have control of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction; or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Company be responsible for the acts or omissions of the Client, or for the failure of the Client, any contractor or subcontractor, or any other consultant not under contract to the Company to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project.
Company shall determine the amounts owing to the construction contractor and recommend in writing payments to the contractor in such amounts. By recommending any payment, the Company will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made to check the quality or quantity of the contractor's work.
3. **Responsibility of the Client.** Client shall provide all criteria and full information as to its requirements for the Project, including budgetary limitations. Client shall arrange for Company to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project.
Client shall give prompt written notice to the Company whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Company's services, or any defect or nonconformance in the work of any construction contractor.
Client shall examine all documents presented by Company, obtain advice of an attorney or other consultant as Client deems appropriate for such examinations and provide decisions pertaining thereto within a reasonable time so as not to delay the services of the Company.
4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.
5. **Ownership of Documents.** Drawings, specifications, reports and any other documents prepared by Company in connection with any or all of the services furnished hereunder shall be the property of Client. Company shall have the right to retain copies of all documents and drawings for its files.
6. **Reuse of Documents.** All documents, including drawings and specifications furnished by Company pursuant to this Agreement, are intended for use on the Project only. They should not be used by Client or others on extensions of the Project or on any other project. Any reuse, without written verification or adaptation by Company, shall be at Client's sole risk.
7. **Opinions of Cost.** Since the Company has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Company cannot and does not guarantee that proposals, bids or actual construction costs will not vary from his opinions or estimates of construction costs.
8. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or time schedule adjustments; and Company and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.
9. **Delays.** If the Company's services are delayed by the Client, or for other reasons beyond the Company's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.
10. **Subcontracts.** Company may subcontract portions of the services, but each subcontractor must be approved by Client in writing.
11. **Suspension of Services.** Client may, at any time, by written order to Company, require Company to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Company shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Company will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. Client will reimburse Company for the costs of such suspension and remobilization.
12. **Termination.** This Agreement may be terminated by either party upon 7 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Services rendered by Company before the termination date shall be paid by Client.
13. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.
14. **Indemnification.** Company shall indemnify and hold harmless Client from Client's loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage arising out of the sole negligent act, error or omission of Company.
In the event of joint or concurrent negligence of Company and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties) which caused the personal injury or property damage.
~~Client shall not be liable to the Company, and the Company shall not be liable to the Client, for any special, incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the Client or the Company or their employees, agents or subcontractors, by reason of services rendered under this Agreement.~~
15. **Legal Proceedings.** In the event Company's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where Company is not a party to such proceeding, Client will compensate Company for its services and reimburse Company for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages Company to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.
16. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
17. **Insurance.** Within the context of prudent business practices, Company shall maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive general liability with maximum limits of \$1,000,000/\$2,000,000; automotive liability with maximum limits of \$1,000,000/\$1,000,000; and professional liability insurance in the max amount maintained by Company.
18. **Information Provided by the Client.** The Company shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to the Company. In this case, the Client recognizes that the Company cannot assure the sufficiency of such information. Accordingly, the Company shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate the Company for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is insufficient.
19. **Subsurface Conditions and Utilities.** Client recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of Company or Company's subconsultants with appropriate equipment may fail to detect certain hidden conditions. Client also recognizes that actual environmental, geological and geotechnical conditions that Company properly inferred to exist between sampling points may differ significantly from those that actually exist.
Company will locate utilities which will affect the project from information provided by the Client and utility companies and from Company's surveys. In that these utility locations are based, at least in part, on information from others, Company cannot and does not warrant their completeness and accuracy.
20. **Hazardous Materials.** When hazardous materials are known, assumed or suspected to exist at a project site, Company is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. Client hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform Company in writing prior to initiation of services under this Agreement.
Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Company agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client waives any claim against Company and agrees to indemnify, defend and hold Company harmless from any claim or liability for injury or loss arising from Company's encountering unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate Company for any time spent and expenses incurred by Company in defense of any such claim.
21. **Anticipated Change Orders.** Client recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in construction contract documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the contract documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of change orders are to be expected. As long as Company provides services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions, client agrees not to make any claim against Company for cost of these change orders unless these costs become a significant part of the construction contract amount. In no case will Client make claim against Company for costs incurred if the change order work is a necessary part of the Project for which Client would have incurred cost if work had been included originally in the contract documents unless Client can demonstrate that such costs were higher through issuance of the change order than they would have been if originally included in the contract documents in which case any claim of Client against Company will be limited to the cost increase and not the entire cost of the change order.
22. **Payment.** Payment in full shall be done upon receipt of the invoice. If payments are delinquent after 45 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent per month. Payment for Company's services is not contingent on any factor except Company's ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.
24. **Force Majeure.** Neither Client nor Company shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
25. **Compliance with Laws.** To the extent they apply to its employees or its services, the Company shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.
26. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.
27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.
28. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Company hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
29. This contract is voidable without penalty by a successor governing authority of the Client.

Exhibit B

Scope of Services

I. Services related to the Roadway Maintenance and Improvements Plan by Task:

A. Roadway Network Condition Evaluation, Attribute Collection & Mapping

CL will work to complete a GIS based roadway network condition evaluation for all City-maintained roadways. The survey will be based on roadway centerline GIS data provided by the City. Roadway attribute data will be collected during this phase that can be used to inform cost estimates developed in the Maintenance and Improvements Planning phase as well as the web application. Roadway condition ratings will be collected in segments of 60 feet to 120 feet using the PASER scale appropriate for the road surface type. Video will be collected of every road rated during the field survey and can be loaded into the web application video tool and viewed by clicking the road linework at any position. The results of the field survey and attribute collection will be processed, validated, checked and reviewed for quality assurance. A meeting will be set to review the field survey results.

- CL will use road network centerline data provided by the City and will confirm survey linework with the City prior to beginning the field survey.
- Custom Road Network Condition Evaluation:
 - Video of existing streets.
 - PASER rating in 60-120 ft segments.
- GIS linework of the roadway network showing roadway condition rating.
- Per road assignment of the following attributes based on City records and aerial imagery:
 - Lane Count
 - Lane Width
 - Striping Presence
 - Turn Lane Presence
 - Bike Lane Presence
 - Surface Material
 - Curb and Gutter Presence
 - Cove Presence
 - Functional Classification
- One review meeting between CL and the City to report results and initial assessment of the existing roadway network.

The fee is based on an estimated 300 road miles and covers the cost of attribute data collection, road rating, video assessment, data processing, quality assurance and control, and one review meeting.

B. Maintenance and Improvements Planning

A Roadway Maintenance & Improvements Plan (MIP) is intended to serve as the basis for a multi-year strategy to maintain and improve existing roadways. The MIP is used to identify the types of problems that should be addressed in the existing roadway system to meet its long-term goals. The MIP will provide alternative maintenance, treatment and improvement options aimed at specifically addressing the needs of the City's roadway network. The MIP will also provide planning-level cost information that can be utilized by the City to develop a long-term maintenance program and related finance program.

The MIP will be developed using industry best-practices along with information about the City's methods and available options. The City will be involved in determining appropriate treatment choices for plan development. Once a set of treatment choices is settled upon, CL will then work to gather average local prices of those options in order to best represent expected actual pricing (average prices may vary depending on factors such as availability, contractor competition, distance from material sources, etc). CL will then apply the accepted treatment choices to the appropriate road ratings to develop planning-level cost estimates.

Using the general life expectancy of treatments along with the gathered costs, CL will develop a multi-year budget scenario in which every mile of road can be brought up to what may be considered a 'maintenance' level of quality over the course of several years. This 'best-case' scenario will then be discussed and reviewed with the City to determine feasibility. In-order to develop a plan that the City can work to achieve and feasibly implement, CL will help develop a budget scenario that aligns with the City's expected budget numbers while still working toward the City's overall goals developed during the planning process.

Associated information pertaining to the services completed in this phase of the project include:

- Develop and present general options for alternative pavements treatment methods that may be utilized in addition to bituminous overlays in order to preserve/improve existing roadways.
- Assist the City in development of program goals and associated term (timeframe) for implementation.
- Development of planning level yearly and total program costs based on potential program terms and related considerations.
- Breakdown of treatment options applicable to type of road: Residential Streets, Major Thoroughfares, etc.
- CL will use municipal boundary data, such as Wards or City Limits, provided by the City to inform the linework reporting and map creation processes.
- The road linework dataset with ratings and attributes as well as the generated MIP data belong to the City and will be provided with the information CL develops under this contract. The City can also choose to house this information within CL's GIS systems for hosting and future data maintenance purposes.
- The MIP does not include field verified lane counts or lane widths, engineering design or final design level cost estimates for individual projects. A yearly breakdown of specific projects to be included over the term of the MIP will not be provided as a part of this phase of the project.

C. Web Application Subscription

CL will provide the City with online access to its custom programs and tools that will allow viewing of the GIS linework and video data collected that may be collected as part of this Agreement or as part of future services. Web Hosting will be maintained by CL for the first three years of this contract, thereafter the City will have the option to continue hosting through CL for an additional yearly fee at \$2,000 per year.

EXHIBIT C
CIVIL-LINK
HOURLY RATE SCHEDULE FOR PROFESSIONAL SERVICES

POSITION	LABOR RATES
Executive/Principal	\$250.00
Engineering Manager/ Sr. Traffic Signal Engineer	\$215.00
Sr. Project Engineer / Sr. Project Manager	\$155.00
Sr. Traffic Technician	\$130.00
Project Engineer / Project Manager	\$130.00
Design Engineer / Sr. Designer / Sr. Engineering Technician / Sr. Inspector *	\$120.00
Survey Manager	\$115.00
Designer / Engineering Technician / Inspector *	\$105.00
Engineer Intern	\$105.00
Professional Land Surveyor	\$85.00
CADD Technician *	\$85.00
Graduate Engineer	\$95.00
Sr. Administrative *	\$75.00
Survey Crew / Field Labor *	\$60.00
Administrative *	\$50.00
GPS Survey Party *	\$115.00
Two-Member Survey Party *	\$135.00
Three-Member Survey Party *	\$150.00

* Indicates non-exempt classifications and the hourly rates listed only applies to regular time work. If overtime work is required to meet the client's schedule, an overtime rate will have to be negotiated.

REIMBURSABLE EXPENSE SCHEDULE

EXPENSE	COST
Vehicle Mileage	\$0.52/mile
UTV / ATV	\$20.00/hour

All other expenses, including contract reproduction/printing, travel and subsistence, parking, communications, equipment rental, postage and overnight mail, and supplies will be reimbursed at actual cost.

7. CONSIDERATION TO HIRE COREY PATTON AND MARIO MITCHELL AS NON-CERTIFIED POLICE OFFICERS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 3, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Corey Patton and Mario Mitchell as Non-Certified Police Officers” is enumerated, this consent item is thereby approved.

8. CONSIDERATION TO HIRE VIRGINIA KILBURN AS A WATER TREATMENT OPERATOR.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 3, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Virginia Kilburn as a Water Treatment Operator” is enumerated, this consent item is thereby approved.

9. CONSIDERATION OF TO HIRE JOHN RASBERRY AS A WASTE WATER OPERATOR II.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 3, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire John Rasberry as a Waste Water Operator II” is enumerated, this consent item is thereby approved.

10. CONSIDERATION TO HIRE TRISTEN GRAHAM, PRESTON GREGG AND JORDEN NEYMAN AS ENTRY LEVEL FIREFIGHTERS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 3, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Tristen Graham, Preston Gregg and Jorden Neyman as Entry Level Firefighters” is enumerated, this consent item is thereby approved.

11. CONSIDERATION OF THE DISCIPLINE RECOMMENDED BY STARKVILLE POLICE CHIEF MARK BALLARD AS A RESULT OF A DISCIPLINARY ISSUE FOR A STARKVILLE POLICE OFFICER.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 3, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the discipline recommended by Starkville Police Chief Mark Ballard as a result of a disciplinary issue for a Starkville Police Officer” is enumerated, this consent item is thereby approved.

12. CONSIDERATION TO RENEW A YEARLY PROFESSIONAL SERVICE AGREEMENT WITH GARNER COMMUNICATION SERVICES AT A RATE OF \$12,000 PER YEAR.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 3, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the renewal of a yearly professional service agreement with Garner Communication Services at a rate of \$12,000 per year” is enumerated, this consent item is thereby approved. Agreement follows this page.

CONSULTING & RETAINER AGREEMENT

This Agreement is made effective as of Oct 1st, 2023 , by and between City of Starkville City Hall and Stacy Garner of Garner Communication Services, LLC of 133 Elm Cove, Columbus, MS, 39701.

In this Agreement, the party who is contracting to receive services shall be referred to as "Client", and the party who will be providing the services shall be referred to as "Consultant".

Consultant has a background in Network, Communication and Fiber Optics and is willing to provide services to Client based on this background. Client remains responsible for all of their decisions.

Client desires to have services provided by Consultant.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES Beginning on Oct 1st, 2023 , Consultant will provide the following services (collectively, the "Services"): Assist Client as they seek to accomplish any of the following:

LAN\WAN Network Support, Communication, Consulting & Design for Structural Cabling & Outside Plant (OSP) Systems including CAT5/6, FiberOptics, Wireless, Network, Camera and Telephony. System design includes hardware & procedure recommendations, "As-Built" and Change Management documentation for Fiber Optic Network (FON). Services are billed at rate schedule.

2. PERFORMANCE OF SERVICES. The manner in which the Services are to be performed and the specific hours to be worked by Consultant shall be determined by Consultant. Client will rely on Consultant to work as many hours as may be reasonably necessary to fulfill Consultant's obligations under this Agreement.

3. RETAINER/PAYMENT. Client will pay a retainer to Consultant for the Services in the amount of \$1,000.00/month. This fee shall be invoiced per year and payable in 12 installments due at beginning of each service month. This retainer is non-refundable. Consultant shall bill first to the retainer. Upon depletion of retainer per month, Client shall pay additional fees, if any, upon presentment of a billing statement by Consultant. Rates are determined by the attached "Rate Schedule."

4. EXPENSE REIMBURSEMENT. Consultant shall be entitled to reimbursement from Client for the following "out-of-pocket" expenses: travel expenses.

5. SUPPORT SERVICES. Client will provide the following support services for the benefit of Consultant: Provide all documents and information necessary to support LAN\WAN & FON.

6. TERM/TERMINATION. This Agreement shall renew automatically 1 year from the effective date of this agreement. Written 30-day notice required prior to term renewal to cancel.

7. RELATIONSHIP OF PARTIES. It is understood by the parties that Consultant is an independent contractor with respect to Client, and not an employee of Client. Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Consultant.

8. EMPLOYEES. Consultant's employees, if any, who perform services for Client under this Agreement shall also be bound by the provisions of this Agreement.

9. CONFIDENTIALITY. Client recognizes that Consultant has and will have the following information:

- business affairs; financial information; personal information; future plans; and other proprietary information (collectively, "Information") which are valuable, special and unique assets of Client and need to be protected from improper disclosure. In consideration for the disclosure of the Information, Consultant agrees that Consultant will not at any time or in any manner, either directly or indirectly, use any Information for Consultant's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior consent of Client. Consultant will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

10. CONFIDENTIALITY AFTER TERMINATION. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

11. RETURN OF RECORDS. Upon termination of this Agreement, Consultant shall deliver all records, notes, and data of any nature that are in Consultant's possession or under Consultant's control and that are Client's property or relate to Client's business.

12. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person, email or deposited in the United States mail, postage prepaid, addressed as follows:

IF for Client: City of Starkville 110 W. Main Street, Starkville, MS 39759

IF for Consultant:

Garner Communication Services, LLC; Attn: Stacy Garner, 133 Elm Cove, Columbus, MS 39701
Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

13. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

14. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

15. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

16. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any

provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

17. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Mississippi.

Party receiving services:

By: _____

Party providing services: Garner Communication Services, LLC

By: _____

Stacy Garner – Consultant
Date: 10/2/23

CONSULTING & RETAINER RATE SCHEDULE

The rates below shall be referred to as the "Rate Schedule". This Rate Schedule is made effective as of Oct. 1st, 2023, by and between City of Starkville – City Hall and Garner Communication Services, LLC. Rates are quoted on single quantity unless other qty discounts or "not to exceed" amounts approved. Rates are subject to change with minimal 30 days written notice.

Tech I rate (\$75\hr) –

1. Is typically general Network\PC, WiFi or CAT5\6 wiring general troubleshooting or install. This rate does not include materials.

Tech II rate (\$100\hr) –

1. Is typically any managed network equipment (router\switch\firewall or voip) advanced troubleshooting or programing. This includes VLAN, Wireshark, Packet Capture, Ethernet testing, Advanced WiFi Troubleshooting, WiFi Heatmap Survey, lysis.
2. General Fiber\GPON optical power testing or connector cleaning.
3. Network\Telcom general consulting.

Tech III rate (\$125\hr) –

1. Fiber or GPON OTDR\iOLM testing.
2. Fiber Fusion Splicing.
3. Network Telcom\Design

All work is scheduled as Priority 1 (Best Effort) at Tech (I,II or III) rate if requested during normal business hours of 7am to 6pm M-F. unless otherwise requested to expedite to Priority II or Priority III.

Priority II (Expedited) - minimum rate is 1.25x regular Tech Rate (I, II or III) during normal business hours. Priority II is expedited to same day or next (if available).

Priority III (High Priority) – minimum rate is 1.5x regular Tech Rate (I,II or III) during normal business hours. Priority III is a minimum 4hr response time with same day service (if available).

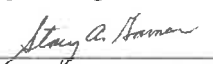
Any work outside normal business hours will be billed as "After Hours & Weekend" at 1.5x the Tech (I,II or III) rate or requested Priority (II or III) whichever is greater.

Any travel is billed at flat \$75\hr (roundtrip)

Party receiving services: City of Starkville

By: 

Party providing services: Garner Communication Services, LLC

By: 

Stacy Garner – Consultant

Garner Communication Services, LLC

133 Elm Cove
MS 39701

Invoice

Date	Invoice #
9/26/2023	1046565

Bill To
City of Starkville

Ship To

P.O. Number		Terms		Rep	Ship	Via	F.O.B.	Project	
		Due on receipt			9/26/2023				
Quantity	Item Code		Description				Price Each		Amount
12	PSA		Professional Service Agreement Retainer				1,000.00		12,000.00
			Period (10/1/23 to 9/30/24)						
			MS Sales Tax				7.00%		0.00

13. CONSIDERATION OF THE LOWEST QUOTE OF \$6,778.82 FROM DELL TECHNOLOGIES FOR SERVER SOFTWARE LICENSES REQUIRED FOR THE CITY HALL DATACENTER.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 3, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the lowest quote of \$6,778.82 from Dell Technologies for server software licenses required for the City Hall datacenter” is enumerated, this consent item is thereby approved.

Two Quotes: Nextstep - \$8,615.00 and Dell - \$6,778.82

14. APPROVAL TO ADVERTISE FOR REQUEST FOR PROPOSALS FOR STARKVILLE UTILITIES POLE INSPECTION.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 3, 2023 Official Agenda, and to accept items for consent, whereby the “approval to advertise for Request for Proposals for Starkville Utilities pole inspection” is enumerated, this consent item is thereby approved.

15. APPROVAL TO DECLARE THE 2013 UTILITIES DEPARTMENT CCTV TRUCK (LAST 4 VIN:4377) AS SURPLUS AND SELL ON GOVDEALS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 3, 2023 Official Agenda, and to accept items for consent, whereby the “approval to declare the 2013 Utilities Department CCTV Truck (last 4 VIN:4377) as surplus and sell on Govdeals” is enumerated, this consent item is thereby approved.

16. CONSIDERATION TO DECLARE THE 2009 FORD F250 UTILITIES DEPARTMENT WWTP TRUCK (LAST 4 VIN:0374) AS SURPLUS AND SELL ON GOVDEALS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 3, 2023 Official Agenda, and to accept items for consent, whereby the “approval to declare the 2009 Ford F250 Utilities Department WWTP Truck (last 4 VIN:0374) as surplus and sell on GovDeals” is enumerated, this consent item is thereby approved.

17. CONSIDERATION TO APPROVE THE LOW QUOTE FROM NESCO FOR FIRE RESISTANT RAINSUITS FOR THE ELECTRIC DIVISION IN THE AMOUNT OF \$6,325.49.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 3, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the low quote from Nesco for FR Rainsuits for the Electric Division in the amount of \$6,325.49” is enumerated, this consent item is thereby approved. Two Quotes: Stuart Irby - \$6,295.88 and Nesco - \$6,325.49

18. CONSIDERATION OF THE PURCHASE OF TWO DELL SERVERS REQUIRED TO UPGRADE STARKVILLE UTILITIES' ADVANCED METERING INFRASTRUCTURE (AMI) SYSTEM FOR THE STATE CONTRACT TOTAL PRICE OF \$23,824.00.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 3, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the purchase of two Dell servers required to upgrade Starkville Utilities' Advanced Metering Infrastructure (AMI) system for the state contract total price of \$23,824” is enumerated, this consent item is thereby approved.

19. CONSIDERATION OF TASK ORDER WITH SEVEN STATES POWER CORPORATION TO PERFORM SYSTEM PERFORMANCE AND FINANCIAL ANALYSIS TO IDENTIFY POTENTIAL OPPORTUNITIES FOR DEMAND RESPONSE.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 3, 2023 Official Agenda, and to accept items for consent, whereby the “approval of Task Order with Seven States Power Corporation to perform System performance and financial analysis to identify potential opportunities for Demand Response” is enumerated, this consent item is thereby approved.

The Task Order follows this page.

20. CONSIDERATION TO DECLARE THE 1994 GMC C7H DUMP TRUCK (LAST 4 VIN: 5958) AS SURPLUS AND SELL ON GOVDEALS AND PURCHASE A REPLACEMENT VEHICLE (2023 F550) FROM ALL STATE FORD, WHO PROVIDED THE LOWEST QUOTE OF \$92,806.00.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 3, 2023 Official Agenda, and to accept items for consent, whereby the “approval declare the 1994 GMC C7H Dump Truck (last 4 VIN: 5958) as surplus and sell on GovDeals and purchase a replacement vehicle (2023 F550) from All State Ford, who provided the lowest quote of \$92,806.00” is enumerated, this consent item is thereby approved.

Three Quotes: \$92,806.00 - All State Ford, \$97,423.00 - Ted Russell Ford and \$ 98,019.90 - Cannon Ford

21. CONSIDERATION OF APPROVAL OF CHANGE ORDER #3 TO ADD 10 CALENDAR DAYS AND A PRICE INCREASE OF \$22,605.00 FOR THE MAIN STREET WATER AND SEWER IMPROVEMENTS PROJECT FOR STORM DRAIN INSTALLATION.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 3, 2023 Official Agenda, and to accept items for consent, whereby the “approval of Change Order #3 to add 10 calendar days and a price increase of \$22,605.00 for the Main Street Water and Sewer Improvements Project for storm drain installation” is enumerated, this consent item is thereby approved.

The Change Order follows the Task Order.

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS:

Mayor Spruill introduced the following new Sanitation and Environmental Services employees:
Kenny Belvin, Nicholas Studdie and Stephanie Walker

She then invited everyone to the Grand Opening and Ribbon Cutting of Cornerstone Park on Friday, October 13, 2023 at 11 a.m.

BOARD OF ALDERMEN COMMENTS:

Alderman Sistrunk encouraged everyone to register to vote, if they have not already, and to vote November 7.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, thanked the Police for keeping everyone safe these past football weekends. He also asked that citizens be kept up to date on where to vote at the next election.

Chris Taylor noted that Friday, Oct 6 is the last day to register to vote in the November 7 election. He then stated that he feels Brush Harbor Cemetery needs to be enclosed with a fence. He also asked that the City provide an update soon on the building at the corner of Hwy 182 and MLK Drive.

Jordan and Juriah Lowe thanked Mayor and Board for support of Mayor's Youth Council.



EXHIBIT C - SCOPE OF WORK ADDENDUM

This Scope of Work Addendum is executed by Seven States Power Corporation (“Seven States”) and [LPC NAME] (“Member”) as of the dates indicated below; and it identifies a scope of consulting services which Seven States will perform for Member (the “Services”) under and pursuant to that certain Agreement for Consulting Services between Seven States and Member, dated November 16th, 2021 (the “Agreement”). The terms of the Agreement are incorporated herein by reference as applicable to the performance of the Services.

Scope

To aid Member in their pursuit of reliable and resilient energy for their community, Seven States will consult with Member on the benefits and costs associated with Battery Energy Storage Systems (“BESS”) sited on Member’s distribution network. Seven States is developing an aggregated BESS solution available to LPCs in the Valley to optimize efforts, maximize funding opportunities, and minimize project expenses. While a valley-wide solution will enable optimization, Member’s project will be analyzed as a stand-alone system which can be developed on its own merit. Seven States will (1) perform technical system performance and financial analysis to determine the needs of supplemental financing, grant funding, and/or tax incentives to assist in Member’s project feasibility, (2) include Member’s project in Seven States’ aggregated BESS grant applications to secure additional project funding, and (3) include Member’s project in an aggregated Request for Proposal for a BESS solution.

System Performance and Financial Analysis

Seven States will provide financial analysis of project accounting for capital investment, operations and maintenance costs, warranty costs, wholesale savings, retail customer benefit, system benefit, investment tax credit potential, sensitivity analysis, and projected cash flow statement.

Seven States will provide optimized BESS dispatch schedules to accommodate desired outcomes and maximize availability.

Seven States will provide consulting to answer questions to aid Member in determining project viability.

Member will provide a potential site on their system for the BESS to be analyzed.

Member will provide, at a minimum, hourly general service interval data for the system load and interval data for the connected substation load for the site under analysis for one (1) year.

Member will provide an estimated cost for interconnection to the distribution network at the potential BESS site.

Member will provide necessary assumptions to be included in the financial analysis (e.g., financial cost of capital, PILOT rate, hurdle rate, etc.)

Grant Services

Seven States will evaluate and include Member's project in Seven States led, aggregated, federal and state grant applications as they become available.

Seven States will serve as the prime on the grant applications with Member listed as a subrecipient.

Member will provide letters of financial support and site-host commitment letters, and coordinate obtaining letter of community support, for the BESS project, as the grant applications require.

Procurement Management

Seven States will include Member's project in an aggregated Seven States led Request for Proposal for BESS solutions, consisting of equipment, warranty, installation, commissioning, and maintenance services.

Seven States will develop a pricing structure within the Request for Proposal to account for different power and capacity requirements to meet Member's project needs and system demands.

Should it serve the Member's interest, Seven States reserves the right to make aggregated purchases of BESS hardware, software, make-ready construction, and/or O&M services to be deployed to Member's project. Procurement rendered through Seven States will follow the terms and conditions set forth in **Exhibit B**.

Payment

Each item of the Services shall be billed at a one-time fixed fee at the amounts listed below and payable within thirty (30) days of the item's commencement. Should the project be cancelled at any point between the items listed below, the remaining item's will be cancelled from the Member's Agreement.

\$ 10,000 - System Performance and Financial Analysis (per site analyzed)

\$ 7,500 - Grant Services

\$ 7,500 - Procurement Management

Confidential Information

Without intending to limit the scope or generality of Section 16 of the Agreement, the parties further agree that the following specific items are deemed to be included within the materials that are confidential information under this Agreement, and such items are to be treated as such in accordance with Section 16.

Seven States' Specifically Identified Confidential Information: Financial models,
equipment pricing, and investment tax credit analysis

Member's Specifically Identified Confidential Information: _____

Additional Services

As the BESS projects move from the development phase into the deployment phase, additional services are available (including but not limited to project management, engineering, O&M management, system monitoring and aggregation, etc.) and will be agreed upon via separate scope of work addendums.

SEVEN STATES POWER CORPORATION

By: _____ Date: _____
(Signature)

(Print Name)

Its: _____
(Title)

STARKVILLE UTILITIES

By: _____ Date: _____
(Signature)

(Print Name)

Its: _____
(Title)

Change Order

No. 23 MTW

Date of Issuance: 10/3/23

Effective Date: 10/3/23

Project: Main and Lampkin Water and Sewer Improvements	Owner: City of Starkville	Owner's Contract No.: 229003
Contract: Main and Lampkin Water and Sewer Improvements	Date of Contract: 03/07/23	
Contractor: DNA Underground, LLC	Engineer's Project No.:	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Alley Storm Drain

Reason for Change Order: Addition of line items for storm drain installation and increase of quantities on related line items.

Attachments (list documents supporting change):

Breakdown of line item adjustments attached.

CHANGE IN CONTRACT PRICE:

Original Estimated Contract Price:

\$2,461,000.00

Increase from previously approved Contract to No. 3:

\$215,318.00

Contract Price prior to this Change Order:

\$2,676,318.00

Increase of this Change Order:

\$22,605.00

Contract Price incorporating Change Order:

\$2,698,923.00

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): 240

Ready for final payment (days or date): 270

Increase from previously approved Change Orders to No. 3:

Substantial completion (days): 33

Ready for final payment (days): 33

Contract Times prior to this Change Order:

Substantial completion (days or date): 273

Ready for final payment (days or date): 303

Increase of this Change Order:

Substantial completion (days or date): 10

Ready for final payment (days or date): 10

Contract Times with all approved Change Orders:

Substantial completion (days or date): 283

Ready for final payment (days or date): 313

RECOMMENDED:

By: Mayhew
Engineer (Authorized Signature)

Date: 10-3-2023

ACCEPTED:

By: Drum
Owner (Authorized Signature)

Date: 10.3.2023

ACCEPTED:

By: AL
Contractor (Authorized Signature)

Date: 10/5/2023

PUBLIC APPEARANCE: None

PUBLIC HEARING: None

22. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of September 25, 2023 for fiscal year ending 9/30/23, acknowledging that the City Clerk has attested and certified on the cover of the claims docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21. The Board voted as follows:

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

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

General Fund	001	\$ 265,455.56
Airport Fund	015	42,388.95
Sanitation	022	28,221.02
Industrial Park Bond	303	2,338.13
2022 Local Improvements Fund	306	39,531.35
Main Street Improvements	311	14,961.00
Parks Capital Project Fund (2023)	312	158,695.00
Public Improv Bonds 2018	319	19,445.55
Park and Rec Tourism	375	15,000.00
Park Bonds 2020	380	1,154,086.23
Economic Dev, Tourism & Conv	630	134,779.95
Sub Total Before Utilities		\$ 1,874,902.74
Utilities Dept.	SED	266,714.54
Total Claims	Total	\$ 2,141,617.28

23. CONSIDERATION OF A SEWER UTILITY CONTRACT WITH MISSISSIPPI STATE UNIVERSITY AND THE WALK DEVELOPMENT.

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, for the Board of Aldermen to approve a sewer utility contract with Mississippi State University and The Walk Development, the Board voted as follows:

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

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

The contract follows this page.

WASTEWATER SERVICE CONTRACT
Between
Mississippi State University, City of Starkville,
and THE WALK STARKVILLE

This contract made and entered into this 3rd day of October, 2023, Between **Walk of Starkville, LLC**, a limited liability company of the State of Mississippi whose principal place of business is located at 1810 Commons North Drive, Suite 1 (hereinafter referred to as "Customer"), and **Mississippi State University and the City of Starkville, Mississippi** (both hereinafter referred to as "Owner" when referenced together).

WHEREAS the Customer is a student living complex and requires access to a wastewater treatment facility for Customer's complex at 150 Wingo Way, Starkville, Mississippi;

WHEREAS Owner Mississippi State University owns a portion of the sewer conveyance infrastructure;

WHEREAS Owner City of Starkville, owns a portion of the sewer conveyance infrastructure and operates the Wastewater Facility where wastewater from the Customer will be accommodated and treated;

WHEREAS the Customer and the Owner desire to enter into a contract, under the terms of which the Customer will utilize the Owner's facilities for transportation, treatment, and disposal of domestic wastewater generated by the Customer;

NOW, THEREFORE, in consideration of the premises and the mutual agreements set forth, the parties agree as follows:

1. **Point of Delivery:** The Customer is responsible for all new construction of facilities required for a complete sanitary sewer collection system to the point of delivery into Owner's system.
2. **Quantity:** To receive the Customer's wastewater at the point of delivery during the term of this Agreement or any renewal or extension thereof, the quantity of Owner's wastewater shall not exceed 1,350,000 gallons per month. In the event Owner's wastewater exceeds such quantity without the express written approval of the Owner, this Agreement may be terminated at the will and discretion of the Owner with 90 days written notice to Customer. Customer understands and agrees that excessive flow and infiltration of storm water into the Customer's system will result in delivery of wastewater to the Owner that will adversely affect the biological wastewater treatment process utilized by the Owner. Customer further understands and agrees that Customer is subject to enforcement action by the Owner to reduce inflow and infiltration of storm water into the Customer's system, even if such quantities are within the maximum quantity

limits allowed by this agreement. The failure of Customer to respond to such an enforcement action shall constitute a breach of this agreement.

3. **Connection Fee:** Customer shall pay a connection fee upon execution of this Agreement in the amount of \$58,400.00 to Mississippi State University which shall cover any and all costs for connection to the system and any upgrades necessary to accommodate the quantity specified in Section 2 of the Agreement. It is understood and agreed that any future additions or expansions to the Customer's wastewater system may require additional analysis and compensation to the Owner.
4. **Service Fee:** Because Customer's wastewater flows must be serviced, accommodated and treated by the City of Starkville in accordance with the MDEQ and EPA permit at the Wastewater Treatment Facility, the Customer shall pay an annual service fee with the first payment being due upon execution of the contract in the amount equal to the amount calculated from the monthly sewer base rate times twelve (12) months times the number of individual apartment units connected to the system. The fee comes due annually on September 1 and is calculated on a City of Starkville Board approved sewer base rate at the time of payment. The City will bill the Customer for the annual service fee. Customer understands and agrees that any future additions or expansions to the wastewater system may require additional service compensation to the City and that any expansion requires written approval of the Owners in their discretion as contemplated in paragraph 11 below.
5. **Point of Delivery Metering:** The Customer agrees to furnish, install, operate and maintain at its own expense the required metering, meter house and standard necessary devices to provide a single metering point at the Point of Delivery for the purpose of determining monthly sanitary sewer billing to the Customer. The metering equipment used by Customer shall meet the specification of the Owner and be compatible with the Owner's radio monitoring system. Customer shall also bear the cost of having its metering equipment input into the Owner's radio monitoring system. Customer also agrees to recalibrate such metering equipment whenever requested by Owner. The Customer may install metering equipment on the whole building domestic water feed in lieu of wastewater metering equipment provided that the water metering equipment complies with all sections of this agreement and provides an accurate representation of the wastewater volumes delivered into the Owner's system at the Point of Delivery. The metering point shall be readily visible and may not be located within any enclosure requiring key access. Customer shall provide and maintain suitable and safe means of access (walkway, steps, etc.) to the metering point. Construction plans and specification for any facilities required to deliver and meter wastewater to the Owner's system shall be approved by the Mississippi State University and the City of Starkville prior to construction. These documents will be marked "Approved" by each Owner, and attached to and made a part of this Contract.

- 6. Rate/Billing:** The Customer agrees to pay and Mississippi State University will bill Customer each month on a per 1,000 gallons rate. The current rate is \$5.00 per 1,000 gallons with a base rate of \$6.00 for the first 1,000 gallons. This rate is subject to adjustment by the Owner as deemed necessary by the Owner to cover costs and expenses associated with operating and maintaining Owner's wastewater system. Customer is responsible for providing an up-to-date billing address. Any amount unpaid after the due date specified on the bill may be subject to additional charges. Upon further nonpayment, service may be discontinued upon five days' written notice to Customer. If Customer's metering device is out of service, billing will be based on the highest monthly usage of the prior twelve months and will continue as such until meter is repaired and proven to be accurate.
- 7. Customer's Facilities/Connection:** All of Customer's wastewater system materials and installation, including residential/commercial collection, shall be in accordance with "Water and Wastewater Specification for the City of Starkville", prepared by the City's Utilities Department. The Owner reserves the right, but shall not be obligated, to appoint inspectors to follow the progress of the work, with authority to deny connection or use of system components not in accordance with this contract and/or the approved construction plans and specifications. Acceptance or approval by the inspector shall in no event be deemed to constitute final acceptance of same by the Owners. The inspection by the Owner's inspectors shall not relieve the Customer of any responsibility for the proper performance of the work. Connection to the Owner's Point of Delivery will be made by the Customer, and will be observed/inspected by the Owner. The Owner shall have the right, but shall not be obligated, to inspect any installation before wastewater is introduced to the Owner's system, and reserves the right to reject any sewer collection systems not in accordance with the Owner's standards; but such inspection or failure to inspect or reject shall not render the Owner liable or responsible for any damage resulting from defects in the installation of sewer collection systems or from accidents which may occur upon Customer's premises. The Customer shall provide both Owners 60 days' prior written notice of the expected date of completion of Customer's wastewater system and the first date of initial wastewater flow.
- 8. Ownership and Maintenance of Wastewater Facilities.** The parties agree that the Customer will own and be responsible for operation and maintenance of all facilities at and upstream of the Point of Delivery, and the Owner will be responsible for operation and maintenance from the Point of Delivery downstream, excluding the Customer's connection. Customer agrees to repair any damage to the Owner's facilities caused by the tap, installation or operation of Customer's pump station. The Customer shall have the metering device calibrated annually; the calibration report will be forwarded to the billing departments of both Owners;

- 9. Concurrent Water Service Provider:** During the entire term of this Agreement, Customer shall maintain a contractual relationship with a potable water service provider providing potable water to Customer, such contract enabling the Owner to discontinue water services to any end-user for nonpayment for wastewater services.
- 10. Interruptions of Service.** The Owner will use reasonable diligence in supplying wastewater service, but shall not be liable for breach of contract or for any loss, injury, or damage to persons or property resulting from interruptions in service, failure of wastewater pump stations, force main failure or any other disruption of services, whether or not caused by Owner's negligence.
- 11. Expansion and Wastewater Characteristics:** It is understood and agreed that Owner's wastewater treatment facilities have a definite capacity and permit requirements pursuant to the National Pollutant Discharge Elimination System (NPDES). Customer shall not expand without the express written approval of the Owner, such approval being at the Owner's sole discretion. After the first date of use by Customer of Owner's system, Customer agrees to notify Owner in writing of any new connection of an end-user prior to such connection. In the event connection of such end-user is expected to cause Customer to exceed the quantity set forth in Section 2 of this Agreement, or introduces any of the toxic pollutants listed in Table III of Appendix D of 40 CFR 122 of the Federal Clean Water Act, or otherwise adversely affects the Owner's treatment process in a manner that exceeds the Owner's NPDES permit levels, or materially changes the flow rate of Customer's wastewater, the Owner retains the right to prevent such user from connecting to Customer's system. Failure to receive written approval for Customer to expand or to give notice of a new end-user shall render Customer liable for costs, losses or damage to any of Owner's system caused by the additions or expansion and/or shall make this Agreement voidable at the sole discretion of the Owner upon 90 days written notice.
- 12. Indemnification.** The Customer shall indemnify, defend, save and hold harmless, protect, and exonerate, the Owner, both Mississippi State University and the City of Starkville, Mississippi, and each of their officers, agents, employees, and representatives, both in their official and in their individual capacities, from and against any and all claims, demands, liabilities, suits, actions, damages, losses and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees, expenses, and attorney's fees, related this agreement arising out of or caused by the actions or inactions of Customer or its' partners, principals, officers, agents, employees or representatives. This indemnification provision shall survive the termination or expiration of this agreement.

13. Termination for Cause: Unless otherwise stated herein, either party may terminate this agreement if the other party fails to perform the obligations to the other party under this agreement upon 90 days written notice.

14. Waiver. The failure by Owner at any time to enforce any provision of this agreement shall not be construed as a waiver of any such provision. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of Owner to enforce the provision at any time in accordance with its terms.

15. Successors and Assigns. This contract shall inure to the benefit of and shall be binding upon respective successors, legal representatives and assigns of the parties hereto, but is not assignable without the written consent of the Owner.

16. Applicable Law. This Agreement shall be governed by the law of the State of Mississippi without regard to its choice of law provisions. This Agreement is subject all applicable rules, regulations or laws as may be applicable to similar agreements in the State of Mississippi and with owner. Customer is responsible for and agrees to obtain all necessary permits, certificates or the like that may be required by applicable law. Any litigation associated with this agreement shall take place in the Circuit Court of Oktibbeha County, Mississippi or United States District Court for the Northern District of Mississippi, Eastern Division, depending upon the nature of the claim and/or parties involved.

17. Term. This contract shall extend for a term of 15 years. In the event Customer has not completed connection to Owner's system within one year of the effective date of this Agreement, this Agreement will be voidable at the sole option of the Owner.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed the day and year above written.

Mississippi State University

By: _____

Title: _____

Attest:

By: _____

Title: _____

City of Starkville

By: _____

Mayor

Attest: _____

City Clerk

The Walk Starkville

By: _____

Title: _____

Attest:

By: _____

Title: _____

24. MOTION TO RECESS UNTIL OCTOBER 17, 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 October 17, 2023 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

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

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

SIGNED AND SEALED THIS THE 17th DAY OF OCTOBER, 2023.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK