

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
November 7, 2023**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on November 7, 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, Hamp Beatty, Roy A'. Perkins and Henry Vaughn, Sr. as well as City Attorney Berk Huskison and City Clerk / CFO Lesa Hardin. Aldermen Jeffrey Rupp and Mike Brooks appeared telephonically.

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 Vaughn asked that FP 23-10: "The Summit" be removed from consent.

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

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

Alderman Carver offered a motion, duly seconded by Alderman Beatty, to approve the November 7, 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, NOVEMBER 7, 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 OCTOBER 17, 2023 RECESS MEETING OF THE
MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.**

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS: Employee Introductions
Friday, November 10, Veteran's Day

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARINGS

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF A RESOLUTION ADOPTING THE DISTRICT 4 REGIONAL HAZARD MITIGATION PLAN AND DESIGNATE CHARLES YARBROUGH TO REPRESENT THE CITY.

B. CONSIDERATION OF THE APPROVAL OF RENEWAL OF CITY HEALTH INSURANCE WITH INTERLINK CARE MANAGEMENT SERVICES ENDORSEMENT EFFECTIVE OCTOBER 1, 2023.

C. CONSIDERATION OF FORMALLY ACCEPTING THE PORTION OF HIGHWAY 182 FROM OLD WEST POINT ROAD TO ROOSEVELT TAYLOR, SR. STREET INTO THE OWNERSHIP, CONTROL AND AUTHORITY OF THE CITY OF STARKVILLE. RELEASED BY THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION (MDOT).

X. BOARD BUSINESS

A. CONSIDERATION OF AUTHORIZING THE SHARED COST OF IMPROVEMENTS TO THE TENNIS COURTS LOCATED AT STARKVILLE HIGH SCHOOL AND USED AS JOINT PUBLIC FACILITIES IN A NOT TO EXCEED AMOUNT OF \$30,000.00.

B. REQUEST APPROVAL TO APPOINT NANCY BALL, CYNTHIA ALDERMAN, VICKI WEST, JULIAN GALLO AND ROWAN WILLIAMS AS ELECTION COMMISSIONERS BASED ON PREVIOUS EXPERIENCE AND PERSONAL CONTACT AND DISCUSSIONS WITH APPLICANTS AND SHEILA WHITE AND ANGEL RIOS AS ALTERNATES.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL TO ACCEPT THE MDOT PORTION (5%) OF THE FAA GRANT 3-28-0068-030-2023 FOR PURCHASE OF WETLAND CREDITS AND PERFORM AIRPORT AIRSPACE ANALYSIS SURVEY IN THE AMOUNT OF \$8,334.00 AT GEORGE M. BRYAN FIELD WITH A 5% MATCH OF \$8,334.00 TO BE DIVIDED BETWEEN THE CITY, MSU AND THE COUNTY PER INTERLOCAL AGREEMENT.

2. REQUEST ACCEPTANCE OF LOW QUOTE AND ENTER INTO A CONTRACT WITH SUNBELT SEALING, INC. FOR CLEANING AND SEALING ASPHALT CRACKS ON THE TAXIWAYS AND RAMP NOT TO EXCEED \$71,500.00 ON GEORGE M. BRYAN FIELD WITH A 10% MATCH OF \$7,150.00 TO BE DIVIDED BETWEEN THE CITY, MSU AND THE COUNTY PER INTERLOCAL AGREEMENT.

3. REQUEST APPROVAL OF WORK AUTHORIZATION NUMBER 23-04 FROM CLEARWATER CONSULTANTS, INC. FOR DESIGN OF THE EXPANSION OF THE MAIN RAMP, FUEL SYSTEM RELOCATION AND RELATED IMPROVEMENTS IN THE AMOUNT OF \$202,300.00 AT GEORGE M. BRYAN FIELD WITH A 5% MATCH OF \$10,115.00 TO BE DIVIDED BETWEEN THE CITY, MSU AND THE COUNTY PER INTERLOCAL AGREEMENT.

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. CONSIDERATION OF FP 23-10: A REQUEST FOR FINAL PLAT APPROVAL FOR “THE SUMMIT” AT THE NORTHWEST CORNER OF RUSSELL STREET AND JARNIGAN STREET IN A T-5C ZONING DISTRICT.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION TO ADVERTISE FOR CONSTRUCTION BIDS FOR THE SPRING STREET & MS HIGHWAY 12 PEDESTRIAN IMPROVEMENTS PENDING MDOT AUTHORITY TO ADVERTISE NOTIFICATION AND AUTHORIZATION FOR THE MAYOR TO SIGN ANY MDOT REQUIRED PAPERWORK.
2. CONSIDERATION TO ADVERTISE A REQUEST FOR QUALIFICATIONS (RFQ) FROM QUALIFIED ENGINEERING FIRMS FOR PROFESSIONAL SERVICES FOR THE HOSPITAL ROAD AND STARK ROAD EXTENSION PROJECT.
3. CONSIDERATION OF APPROVING THE AS-NEEDED PROFESSIONAL SERVICES AGREEMENT WITH KISER TRAFFIC AND ENGINEERING TO PROVIDE TRAFFIC IMPACT STUDY VERIFICATION AND OTHER TRANSPORTATION RELATED SERVICES.

E. FINANCE

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF OCTOBER 31, 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. REQUEST APPROVAL TO DECLARE THE LIST AS PRESENTED AS SURPLUS PROPERTY AND SELL TO THE HIGHEST BIDDER ON GOVDEALS, DISCARD OR SELL DIRECTLY TO A SCRAP DEALER.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION TO APPLY FOR THE ANNUAL EMERGENCY MEDICAL SERVICES OPERATING FUND GRANT (EMSOF) IN THE AMOUNT OF \$14,855.00, WITH A MATCH OF .15 PER CITY RESIDENT, TO BE USED FOR MEDICAL TRAINING AND EQUIPMENT.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE HECTOR PITTI AS A PART TIME AIRCRAFT LINEMAN (FBO) AT THE AIRPORT.
2. REQUEST AUTHORIZATION TO HIRE BRADLEY WILLIAMS AS A POLICE OFFICER.
3. REQUEST AUTHORIZATION TO HIRE WILLIAM ROBERTS AS APPRENTICE LINEMEN VI IN STARKVILLE UTILITIES.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION OF ACCEPTING THE LOW QUOTE FROM COLUMBUS FENCE COMPANY, LLC IN THE AMOUNT OF \$42,545.00 FOR THE MCKEE PARK PICKLEBALL COURT FENCING PROJECT.

J. POLICE DEPARTMENT

1. POLICE

THERE ARE NO ITEMS FOR THIS AGENDA

2. CODE ENFORCEMENT

- a. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT **325 RUTH RD**, STARKVILLE, MS WITH PARCEL NUMBER 159J-00-028.01 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.
- b. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT **305 RUTH RD**, STARKVILLE, MS WITH PARCEL NUMBER 159J-00-028.01 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.
- c. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT **245 RUTH RD**, STARKVILLE, MS WITH PARCEL NUMBER 159J-00-028.01 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.
- d. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT **201 RUTH RD**, STARKVILLE, MS WITH PARCEL NUMBER 159J-00-028.01 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

K. SANITATION DEPARTMENT

1. REQUEST APPROVAL AND ACCEPTANCE OF THE LOWEST BID FROM CENTRAL POLY-BAG CORP FOR THE PURCHASE OF 4,000 ROLLS OF GARBAGE BAGS IN THE AMOUNT OF \$ 62,560.00 FOR THE 2023/2024 ANNUAL BAG DISTRIBUTION.

2. CONSIDERATION OF THE LOWEST BID FOR FINANCING FROM BANKPLUS IN THE AMOUNT OF \$164,000 OVER FOUR YEARS TO BE MADE QUARTERLY IN ADVANCE BEGINNING JANUARY OF 2024 AT 6.75 % INTEREST FOR THE PURCHASE OF A REAR LOADING 8 YARD REFUSE TRUCK.

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION OF THE LOW QUOTE FROM SCWHING BIOSET FOR POLYMER FOR THE BIOSOLIDS FACILITY AT THE WASTEWATER TREATMENT PLANT IN THE AMOUNT OF \$5,179.60.
2. REQUEST AUTHORIZATION TO APPROVE THE LOW QUOTE FROM WELDING WORKS FOR REPLACEMENT OF THE LAGOON CATWALK AT THE WASTEWATER TREATMENT PLANT IN THE AMOUNT OF \$8,510.00.
3. REQUEST AUTHORIZATION TO APPROVE THE LOW QUOTE FROM MYERS FENCE SALES LLC FOR FENCING AT THE PIPE YARD AT NEW CONSTRUCTION REHAB IN THE AMOUNT OF \$9,350.00.
4. REQUEST AUTHORIZATION TO APPROVE THE LOW BID FROM WEAVER ELECTRIC, INC. IN THE AMOUNT OF \$392,665.00 FOR THE OPTICAL GROUND WIRE PHASE 2 (EAST LEG) AND AUTHORIZATION TO ENTER INTO A CONSTRUCTION CONTRACT.
5. REQUEST APPROVAL OF A PROPOSAL FROM GARVER TO PROVIDE ENGINEERING CONTRACT SERVICES FOR AERATOR REPLACEMENT DESIGN FOR THE WASTEWATER TREATMENT PLANT.
6. REQUEST APPROVAL OF A PROPOSAL FROM NEEL SCHAFER TO PROVIDE ENGINEERING SERVICES FOR SAND AND HENDERSON ROAD CDBG PROJECT.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. RECESS UNTIL NOVEMBER 21, 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 – 30:

2. CONSIDERATION OF THE MINUTES OF THE OCTOBER 17, 2023 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the November 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the October 17, 2023 Recess Meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF A RESOLUTION ADOPTING THE DISTRICT 4 REGIONAL HAZARD MITIGATION PLAN AND DESIGNATE CHARLES YARBROUGH TO REPRESENT THE CITY.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the November 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of a Resolution adopting the District 4 Regional Hazard Mitigation Plan and to designate Charles Yarbrough to represent the City” is enumerated, this consent item is thereby approved. The Resolution follows this page.

4. CONSIDERATION OF THE APPROVAL OF RENEWAL OF CITY HEALTH INSURANCE WITH INTERLINK CARE MANAGEMENT SERVICES ENDORSEMENT EFFECTIVE OCTOBER 1, 2023.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the November 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the approval of renewal of City Health insurance with Interlink Care Management services endorsement effective October 1, 2023” is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF AUTHORIZING THE SHARED COST OF IMPROVEMENTS TO THE TENNIS COURTS LOCATED AT STARKVILLE HIGH SCHOOL AND USED AS JOINT PUBLIC FACILITIES IN A NOT TO EXCEED AMOUNT OF \$30,000.00.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the November 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of authorizing the shared cost of improvements to the tennis courts located at Starkville High School and used as joint public facilities in a not to exceed amount of \$30,000.00” is enumerated, this consent item is thereby approved.

6. CONSIDERATION TO APPOINT NANCY BALL, CYNTHIA ALDERMAN, VICKI WEST, JULIAN GALLO AND ROWAN WILLIAMS AS ELECTION COMMISSIONERS BASED ON PREVIOUS EXPERIENCE AND PERSONAL CONTACT AND DISCUSSIONS WITH APPLICANTS AND SHEILA WHITE AND ANGEL RIOS AS ALTERNATES.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the November 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval to appoint Nancy Ball, Cynthia Alderman, Vicki West, Julian Gallo and Rowan Williams as Election Commissioners based on previous experience and personal contact and discussions with applicants and Sheila White and Angel Rios as alternates” is enumerated, this consent item is thereby approved.

7. CONSIDERATION TO ACCEPT THE MDOT PORTION (5%) OF THE FAA GRANT 3-28-0068-030-2023 FOR PURCHASE OF WETLAND CREDITS AND PERFORM AIRPORT AIRSPACE ANALYSIS SURVEY IN THE AMOUNT OF \$8,334.00 AT GEORGE M. BRYAN FIELD WITH A 5% MATCH OF \$8,334.00 TO BE DIVIDED BETWEEN THE CITY, MSU AND THE COUNTY PER INTERLOCAL AGREEMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the November 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval to accept the MDOT portion of the FAA Grant 3-28-0068-030-2023 for purchase of wetland credits and perform airport airspace analysis survey in the amount of \$8,334.00 at George M. Bryan Field with a City match of 5%” is enumerated, this consent item is thereby approved.



DESIGNATED REPRESENTATIVE

We, the City of Starkville do hereby designate Fire Chief Charles Yarbrough to represent the City in all matters pertaining to the development of the District Four (4) Regional Hazard Mitigation Plan.

IN WITNESS WHEREOF, We have subscribed our signature this, the 7th day of October, 2023

A handwritten signature in blue ink, reading "D. Lynn Spruill", is written over a horizontal line.

**D. Lynn Spruill
Mayor, City of Starkville**

Designated Rep. phone# and email address: 662-722-0051

c.yarbrough@cityofstarkville.org



**INTENT TO PARTICIPATE IN THE 2024/2025 UPDATE OF THE DISTRICT 4
REGIONAL HAZARD MITIGATION PLAN**

We, the City of Starkville, MS do hereby resolve to participate in the development of the District Four (4) Regional Hazard Mitigation Plan. This participation is limited to allowing City employee(s) to attend meetings with District 4 representatives and others to gather requested information pertaining to the City of Starkville, MS for inclusion into the plan. There is a 10% local government cost share, to be apportioned in whatever manner the local government sees fit.

IN WITNESS WHEREOF, We have subscribed our signature this, the 7th day of October, 2023

A handwritten signature in blue ink, which appears to read "D. Spruill", is written over a horizontal line.

Mayor D. Lynn Spruill

City of Starkville, MS

8. CONSIDERATION OF ACCEPTANCE OF THE LOW QUOTE AND ENTER INTO A CONTRACT WITH SUNBELT SEALING, INC. FOR CLEANING AND SEALING ASPHALT CRACKS ON THE TAXIWAYS AND RAMP NOT TO EXCEED \$71,500.00 ON GEORGE M. BRYAN FIELD WITH A 10% MATCH OF \$7,150.00 TO BE DIVIDED BETWEEN THE CITY, MSU AND THE COUNTY PER INTERLOCAL AGREEMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the November 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of low quote and enter into a contract with Sunbelt Sealing, Inc. for cleaning and sealing asphalt cracks on the taxiways and ramp not to exceed \$71,500.00 on George M. Bryan Field” is enumerated, this consent item is thereby approved.

9. CONSIDERATION OF WORK AUTHORIZATION NUMBER 23-04 FROM CLEARWATER CONSULTANTS, INC. FOR DESIGN OF THE EXPANSION OF THE MAIN RAMP, FUEL SYSTEM RELOCATION AND RELATED IMPROVEMENTS IN THE AMOUNT OF \$202,300.00 AT GEORGE M. BRYAN FIELD WITH A 5% MATCH OF \$10,115.00 TO BE DIVIDED BETWEEN THE CITY, MSU AND THE COUNTY PER INTERLOCAL AGREEMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the November 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of Work Authorization Number 23-04 from Clearwater Consultants, Inc. for design of the expansion of the main ramp, fuel system relocation and related improvements in the amount of \$202,300.00 at George M. Bryan Field” is enumerated, this consent item is thereby approved. The Work Authorization follows this page.

10. CONSIDERATION TO ADVERTISE FOR CONSTRUCTION BIDS FOR THE SPRING STREET & MS HIGHWAY 12 PEDESTRIAN IMPROVEMENTS PENDING MDOT AUTHORITY TO ADVERTISE NOTIFICATION AND AUTHORIZATION FOR THE MAYOR TO SIGN ANY MDOT REQUIRED PAPERWORK.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the November 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval to advertise for construction bids for the Spring Street & MS Highway 12 Pedestrian Improvements pending MDOT authority to advertise notification and authorization for the Mayor to sign any MDOT required paperwork” is enumerated, this consent item is thereby approved.

11. CONSIDERATION TO ADVERTISE A REQUEST FOR QUALIFICATIONS (RFQ) FROM QUALIFIED ENGINEERING FIRMS FOR PROFESSIONAL SERVICES FOR THE HOSPITAL ROAD AND STARK ROAD EXTENSION PROJECT.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the November 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval to advertise a Request for Qualifications (RFQ) from qualified engineering firms for professional services for the Hospital Road and Stark Road Extension Project” is enumerated, this consent item is thereby approved.

12. CONSIDERATION OF APPROVING THE AS-NEEDED PROFESSIONAL SERVICES AGREEMENT WITH KISER TRAFFIC AND ENGINEERING TO PROVIDE TRAFFIC IMPACT STUDY VERIFICATION AND OTHER TRANSPORTATION RELATED SERVICES.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the November 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of approving the as-needed professional services agreement with Kiser Traffic and Engineering to provide traffic impact study verification and other transportation related services” is enumerated, this consent item is thereby approved.

The agreement follows the Clearwater work authorization.

EXHIBIT A

CITY OF STARKVILLE - GEORGE M. BRYAN FIELD STARKVILLE, MISSISSIPPI WORK AUTHORIZATION Number 23-04

2024 MDOT Project – Expansion of Main Ramp, Fuel System Relocation and Related Improvements

Project Identification No. MM-0068-1024

Date: November 8, 2023

It is agreed to undertake the following work in accordance with the provisions of the Agreement between the City of Starkville, Mississippi ("Owner") and Clearwater Consultants, Inc. ("ENGINEER") dated July 2023.

Scope of Services

The Engineer shall provide Professional Services for the 2024 MDOT Project which shall be comprised of design of an expansion to the main ramp, relocation of the fuel system and related improvements. See attached Exhibit "B" for a more detailed description of services to be provided.

Time of Performance

Time of performance will be 150 days from the date of this agreement.

Compensation

Basic Services:

1. Topographic Survey, Geotechnical Investigation, Design, Preparation of Contract Documents, Regulatory Review and Administrative

Lump Sum of \$ 202,300

Actual compensation for Special Services will be invoiced according to the Rate Schedule presented as Exhibit C.

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

City of Starkville



Honorable D. Lynn Spruill, Mayor

Clearwater Consultants, Inc.



Carey Hardin, P.E., President

EXHIBIT B – SCOPE OF SERVICES

CITY OF STARKVILLE - GEORGE M. BRYAN FIELD STARKVILLE, MISSISSIPPI WORK AUTHORIZATION Number 23-04

2024 MDOT Project – Expansion of Main Ramp, Fuel System Relocation and Related Improvements

PROJECT DESCRIPTION:

The OWNER intends to expand the existing main ramp to better accommodate aircraft operations. This expansion will comply with the existing Airport Layout Plan and will also be configured to serve a new terminal building. This project will provide complete contract documents for these improvements including relocation of the existing fuel system, lighting and other ancillary items.

SECTION I – BASIC SERVICES

A. PROJECT DEVELOPMENT PHASE: After authorization to proceed the ENGINEER shall:

1. Consult with OWNER and state and federal government agencies as necessary to clarify and define the requirements for the project and review available data.
2. Advise OWNER as to the necessity of OWNER'S providing or obtaining from others data or services of the types described in Section II and act as OWNER'S representative in connection with such services. Assist the OWNER in contracting for such services.
3. Prepare preliminary designs necessary to determine the type, size, and scope of the improvement project based upon projected aviation activity and current airport standards.
4. Prepare preliminary statement of probable construction cost for the project.
5. Prepare applications for federal and/or state assistance grants for funding of the project. Assist the OWNER in preparation of application for federal assistance.
6. Furnish copies of drawings, sketches, forms and reports as appropriate to the OWNER for submission to government agencies.

B. DESIGN PHASE: After authorization to proceed the ENGINEER shall:

In consultation with the OWNER and other government agencies through conferences, meetings, or submission of preliminary reports as appropriate, determine the extent of the project. The most current version of the following design criteria and standard, as well as other applicable standards will be used during the design of the PROJECT:

- | | |
|-----------------------|--|
| • FAA AC 150/5300-13B | Airport Design |
| • FAA AC 150/5370-10H | Standard Specifications for Construction of Airports |

1. Advise the Owner of needed special services and assist the OWNER in the evaluation and selection of other professionals to provide special services, such as soil borings, laboratory tests and surveys.
2. Prepare final design detailed contract drawings, specifications and contract documents for the design alternative selected.
3. Submit appropriate documents to state and federal agencies for approvals and permits.
4. Furnish to the OWNER copies of drawings, specifications, reports, estimates and contract documents.

SECTION II – SPECIAL SERVICES

At the request of the OWNER, the ENGINEER shall accomplish such special services as required by the OWNER to complete the project. At the option of the OWNER, special services may be provided by the OWNER through contracts with other professionals or may be provided by the ENGINEER. When the ENGINEER is requested to provide special services, such services may be provided by ENGINEER'S own forces or through subcontracts with other professionals. Special services which may be requested may include, but are not necessarily limited to the following:

- A. Land Surveys as necessary to establish property boundaries required for property acquisition purposes or preparation of property maps.
- B. Preparation of OWNER'S applications for partial and final payment for submission to government agencies.
- C. The accomplishment of special surveys and investigations, and the preparation of special reports and drawings as may be requested or authorized in writing by the OWNER in connection with the project.
- D. Extra Work Created by Design Changes, after approval of plans and specifications by the OWNER and FAA, as required, and beyond the control of the ENGINEER, that may be requested or authorized in writing by the OWNER in connection with the project.
- E. Extra Work Required to Revise Contract Documents, Plans and Specifications to facilitate the award of more than one construction contract, in the event the OWNER adopts such a construction program.
- F. Preparation of updates to the Airport Layout Plan as directed by the OWNER.

SECTION III – OWNER'S RESPONSIBILITIES

- A. Provide full information as to the requirements for the PROJECT.
- B. Assist the ENGINEER by placing at his disposal all available information pertinent to the site of the PROJECT including previous reports and any other data relative to design and construction of the PROJECT. This includes providing topographical information/files to be used for design on this project.

- C. Examine all studies, report, sketches, estimates, specification, drawings, proposals, and other documents presented and recommended by the ENGINEER and render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of the ENGINEER.
- D. Obtain approval of all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from such other individuals or bodies as may be necessary for completion of the PROJECT.
- E. Access to the Site. Unless otherwise stated, the ENGINEER will have access to the site for activities necessary for the performance of the services.

Clearwater Consultants, Inc.
Rate Schedule - 2023

Project Manager	\$ 175.00/Hour
Project Engineer III	\$ 145.00/Hour
Project Engineer II	\$ 125.00/Hour
CAD Draftsman	\$ 95.00/Hour
Field Technician III (RPR)	\$ 95.00/Hour
Field Technician II (RPR)	\$ 55.00/Hour
Clerical/Admin/Data Processing	\$ 55.00/Hour

Travel

Auto	\$ 0.60/Mile (Auto)
Aircraft	Lower of actual cost or equivalent cost of common carrier.

Lodging & Meals	Actual Cost
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<i>Other Direct Expenses</i>	Actual Cost + 15%
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Kiser Traffic and Engineering, LLC
P.O. Box 2441
Madison, MS 39130
601.720.0262

October 26, 2023

Mr. Cody Burnett, P.E., CFM
City Engineer
City of Starkville
110 W Main Street
Starkville, MS 39759

Re: Letter Agreement to provide Professional Services on an "As Needed" basis to review
Traffic Impact Studies and/or provide guidance on transportation issues in Starkville, MS

Dear Mr. Burnett:

This letter will serve as an agreement between **City of Starkville** and **Kiser Traffic and Engineering, LLC** to provide professional services for the City of Starkville, MS. This agreement is based on our conversation regarding review of traffic impact studies.

Kiser Traffic and Engineering proposes to provide **City of Starkville** with reviews of Traffic Studies that are submitted to the City for review/approval. The City will provide a copy of the Traffic Study in electronic format to **Kiser Traffic and Engineering, LLC**.

Task 1– Traffic Study Review:

Upon receipt of an email authorizing the review of a Traffic Impact Study, and a copy of the traffic study in electronic format, Kiser Traffic and Engineering will initiate the review of the submitted Traffic Impact Study. No site visits will be required in the review. The review will include compliance with current traffic analysis standards, and that current traffic counts were collected/provided, analysis of intersections for delay/levels-of-service, signal warrants, driveway spacing, and other traffic related impacts.

The review will be documented in a letter/response to you, outlining the compliance with typical Traffic Impact Study guidelines, along with a recommendation for either the approval of the study, a request for additional information, or rejection of the study.

Fee, Schedule & Billing

Kiser Traffic and Engineering proposes to provide these services on a time and materials basis for a total fee not to exceed **\$1,600** per work assignment, without prior authorization from you. The Traffic Impact Study review will be completed within **2 weeks** of receipt of a Traffic Impact Study and authorization for a Work Assignment.

Kiser Traffic and Engineering will bill you monthly as outlined in this agreement. Payment for our services will be due within 30 days of the invoice date and is not dependent on any factor except our ability to provide services in accordance with generally accepted standards of our profession.

If additional services outside this scope of services, as identified above, are required (and authorized by you in writing), the cost will be based on the attached *2023 Rate Schedule* as detailed in Exhibit A.



October 26, 2023

Additional Services

If other engineering services are requested by the Client, not included in **Task 1**, these services will be considered additional services and will be provided (if authorized by you, in writing) based on the attached *2023 Rate Schedule* as detailed in Exhibit A.

General Terms and Conditions

These services will be provided in accordance with Exhibit B, *General Terms and Conditions*. This proposal, the *2023 Rate Schedule* and *General Terms and Conditions* as provided in Exhibit B, represent the entire understanding between **City of Starkville** and Kiser Traffic and Engineering with respect to the services to be provided and may only be modified in writing by both parties.

If the terms of this Letter Agreement are acceptable, please execute this agreement and return a copy to me. I appreciate the opportunity to provide these services for you and look forward to working with you.

If you have any questions or comments regarding this letter agreement, please call me at (601) 720-0262.

Sincerely,

KISER TRAFFIC AND ENGINEERING, LLC

A handwritten signature in blue ink, appearing to read "Jonathan Kiser".

Jonathan A. Kiser, P.E., PTOE, PTP
Professional Traffic Engineer &
Transportation Planner

Attachments: Exhibit A – 2023 Rate Schedule
Exhibit B – General Terms and Conditions

ACCEPTED: _____

A handwritten signature in blue ink, appearing to be a stylized name.

DATE: 11-7-2023

TITLE: Mayor - City of Starkville, MS

Exhibit A

2023 Rate Schedule

<u>Position</u>	<u>Hourly Rate</u>
Engineer	\$195.00
Technician/Drafting	\$110.00
Inspector	\$120.00
Clerical	\$ 50.00
<u>Expense Cost</u>	
Vehicle Mileage	\$0.65/mile

EXHIBIT B
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

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

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

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

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

EXHIBIT B
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

9. **Suspension of Services.** Client may, at any time, by written notice, suspend further services by Consultant. Upon receipt of such notice, Consultant shall take all reasonable steps to mitigate costs allocable to the suspended services. Client, however, shall pay all reasonable and necessary costs associated with such suspension including the cost of assembling documents, personnel and equipment, rescheduling or reassignment costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension. Consultant will not be obligated to provide the same personnel in the event the period of any suspension exceeds 30 days.
10. **Termination.** This Agreement may be terminated by either party upon 30 days' written to the other party. Upon such termination, Client shall pay Consultant for all services performed up to the date of termination. If Client is the terminating party, Client shall pay Consultant all reasonable cost and expenses incurred by Consultant in effecting the termination, including but not limited to non-cancellable commitments and demobilization costs, if any.
11. **Indemnification.** Consultant shall indemnify and hold harmless Client from and against those damages and costs (including reasonable attorneys' fees) that Client incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Consultant.
- ~~To the fullest extent permitted by law, Client shall indemnify and hold harmless Consultant from and against those damages and costs (including reasonable attorneys' fees) that Consultant incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Client.~~
12. **Legal Proceedings.** In the event Consultant or its employees are required by Client to provide testimony, answer interrogatories, produce documents or otherwise provide information in relation to any litigation, arbitration, proceeding or other inquiry arising out of Consultant's services, where Consultant is not a party to such proceeding, Client will compensate Consultant for its services and reimburse Consultant for all related direct costs incurred in connection with providing such testimony or information. This provision shall not apply in the event Client engages Consultant to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.
13. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written consent of the other party.
14. **Insurance.** Consultant agrees to maintain the following insurance coverage with the following limits of insurance during the performance of Consultant's work hereunder:
- (a) Commercial General Liability insurance with standard ISO coverage and available limits of \$1,000,000 per occurrence and \$1,000,000 general aggregate;
 - (b) Automobile Liability insurance with standard ISO coverage and available combined single limits of \$1,000,000 per accident;
 - (c) Professional Liability insurance covering Consultant's negligent acts, errors, or omissions in the performance of professional services with available limits of \$1,000,000 per claim and annual aggregate.
15. **Information Provided by the Client.** Consultant shall be entitled to rely upon, without liability, the accuracy and completeness of any and all information provided by Client, without the obligation of independent verification.
16. **Consequential Damages.** Neither Client nor Consultant shall be liable to the other or shall make any claim for any special, incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, loss of business or diminution of property value and shall apply regardless of legal theory such damages are alleged including negligence, strict liability, breach of contract and breach of warranty.
17. **Payment.** Unless agreed to otherwise, Consultant shall submit monthly invoices to the Client. Payment in full shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the Consultant's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. If the Client fails to make payments; then Consultant, after giving seven (7) days written notice to the Client, may suspend services until the Client has paid in full all amounts due for services, expenses, and other related charges without recourse to the Client for loss or damage caused by such suspension. The Client waives any and all claims against the Consultant for any

EXHIBIT B
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

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

13. APPROVAL TO DECLARE THE LIST AS PRESENTED AS SURPLUS PROPERTY AND SELL TO THE HIGHEST BIDDER ON GOVDEALS, DISCARD OR SELL DIRECTLY TO A SCRAP DEALER.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the November 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval to declare the following items as surplus property and sell to the highest bidder on GovDeals, discard or sell directly to a scrap dealer” is enumerated, this consent item is thereby approved.

General City	
Asset #27 Computer System 6/30/94	Asset #26 Monitor – Color – 21 6/30/94
Asset #28 Computer System 6/30/96	Asset #29 Computer System – File Server 6/30/96
Asset #53 Computer System 6/30/97	Asset #32 Computer System – File Server 6/30/97
Asset #54 Computer System 6/30/97	Asset #56 Computer System 6/30/98
Asset #55 Computer System 6/30/97	Asset #57 Monitor – Color – 21 6/30/98
Asset #91 Pentium/Intel Computer 6/30/01	Asset #64 Network Switch – 40 Port 6/30/99
Asset #156 Dell Dimension 3000 6/30/05	Asset #142 Dell Optiplex GX270 6/30/04
Asset #157 Dell Optiplex GX620 6/30/05	Asset #144 Dell Poweredge 2600 Computer 6/04
Asset #177 Dell Desktop Optiplex 320 6/30/07	Asset #198 Dell Precision T3400 6/30/08
Asset #191 Dell Precision Computer 6/30/08	Asset #30 Computer System 6/30/96
Asset #207 Dell Optiplex 755 6/30/09	Asset #65 Computer System 6/30/99
Asset #214 Dell Latitude E4300 6/30/09	Asset #66 Computer System 6/30/99
Asset #217 Dell Optiplex 760 6/30/09	Asset #67 Computer System 6/30/99
Asset #129 Dell Optiplex 6/30/03	Asset #68 Computer System 6/30/99
Asset #130 Dell Computer 6/30/02	Asset #69 Computer System 6/30/99
Asset #131 Dell Computer 6/30/02	Asset #95 Computer Optiplex 6/30/02
Asset #132 Dell Computer 6/30/02	Asset #96 HP Laserjet 5100 Printer 6/30/02
Asset #135 HP LaserJet 4350DTN Printer 6/30/05	Asset #97 Dell Laptop Computer 6/30/02
Asset #138 Dell Optiplex 330 6/30/08	Asset #116 Dell Computer 6/30/03
Asset #139 Dell Optiplex 755	Asset #140 Optiplex GX270T 6/30/04
Asset #229 Optiplex Minitower 6/30/13	Asset #141 Inspiron 9100 Notebook 6/30/04
Asset #230 Optiplex Minitower 6/30/13	Asset #155 Dell Precision 6/30/05
Asset #231 Optiplex Minitower 6/30/13	Asset #160 Dell Latitude D610 6/30/06
Asset #232 Optiplex Minitower 6/30/13	Asset #161 Dell Laptop 6/30/06
Asset #94 Dimension 2100 Series 6/30/01	Asset #169 Dell Desktop Computer 6/30/07
Asset #98 Dell Computer 6/30/02	Asset #170 Dell Desktop Computer 6/30/07
Asset #117 Dell Dimension 2400 6/30/03	Asset #171 Dell Laptop Computer 6/30/07
Asset #143 Dell Optiplex 6/30/04	Asset #172 Dell Laptop Computer 6/30/07
Asset #146 Dell Optiplex GX280 6/30/04	Asset #173 Dell Desktop Computer 6/30/07
Asset #159 Dell Optiplex GX620 6/30/05	Asset #220 Dell Desktop Optiplex 6/30/10
Asset #166 Dell Optiplex GX620 6/30/06	Asset #221 Dell Desktop Optiplex 6/30/10
Asset #174 Dell Precision 390 6/30/07	Asset #239 Computer Optiplex 3010 6/30/14
Asset #197 Dell Computer 6/30/08	Asset #33 Computer System 6/30/97
Asset #201 Sparco LaserJet 6/30/08	Asset #34 Computer System 6/30/97
Asset #210 Dell Optiplex 360 6/30/09	Asset #35 Computer System 6/30/97
Asset #223 Dell Optiplex 380 6/30/10	Asset #59 Computer System – File Server 6/30/98
Asset #236 Optiplex Computer 6/30/14	Asset #70 Network Hub – 12 Port 6/30/99
Asset #237 Optiplex Computer 6/30/14	Asset #71 Printer – Laser 6/30/99
Asset #238 Optiplex Computer 6/30/14	Asset #154 Dell Optiplex GX260 6/30/05
Asset #410 Ricoh Copier FT 3813 6/30/01	Asset #165 Dell Power Connect 3448 6/30/06
Asset #978 Xerox Copier 6/30/08	Asset #178 Dell Computer 6/30/07
Asset #1057 Xerox Copier 6/30/09	Asset #180 Dell Admin Server Power 6/30/07
Asset #128 Dell Dimension 4550 6/30/03	Asset #205 Dell Power Edge 860 6/30/08

Asset #167 HP Color Laserjet 3800 DN 6/30/06	Asset #211 Viewsonic 6/30/09
Asset #168 Dell Latitude D610 Laptop 6/30/06	Asset #36 Computer System 6/30/97
Asset #179 Dell Computer 6/30/07	Asset #37 Computer System 6/30/97
Asset #194 Sparco Pro Curve 6/30/08	Asset #58 Computer System 6/30/98
Asset #195 Sparco Zebra Printer 6/30/08	Asset #112 Dell Computer 6/30/02
Asset #199 Sparco HP Pricurve 2824 Switch 6/08	Asset #147 HP Scanjet 7650 6/30/05
Asset #202 Dell Power Edge 1950 6/30/08	Asset #148 Dell Inspiron 6000 6/30/05
Asset #203 Dell Power Edge 1950 6/30/08	Asset #181 Dell XPS M1710 6/30/07
Asset #206 Sparco Color Laserjet 3800DN 6/30/08	Asset #106 Computer 6/30/02
Asset #225 HP Laser Printer 6/30/11	Asset #107 Dell Computer 6/30/02
Asset #226 Dell Optiplex 380 6/30/11	Asset #108 Dell Computer 6/30/02
Asset #235 Apple Ipad Air 6/30/14	Asset #109 Dell Computer 6/30/02
Asset #113 Dell Computer 6/30/02	Asset #110 Dell Computer 6/30/02
Asset #114 Dell Computer 6/30/02	Asset #111 Dell Computer 6/30/02
Asset #115 Dell 17 Color Monitor 6/30/02	Asset #118 Minolta Printer 6/30/03
Asset #175 Dell Laptop 6/30/07	Asset #119 Dell Computer 6/30/03
Asset #176 Dell Desktop Optiplex 320 6/30/017	Asset #120 Dell Computer 6/30/03
Asset #25 Computer System 6/30/86	Asset #121 Dell Computer 6/30/03
Asset #31 Computer System 6/30/96	Asset #122 Dell Computer 6/30/03
Asset #38 Computer System 6/30/97	Asset #123 Server Switch 6/30/03
Asset #39 Computer System 6/30/97	Asset #124 Sparco Printer 6/30/03
Asset #40 Computer System 6/30/97	Asset #125 Sparco Printer 6/30/03
Asset #41 Computer – Laptop 6/30/97	Asset #126 Dell CPU 6/30/03
Asset #42 Computer – Laptop 6/30/97	Asset #127 Dell CPU 6/30/03
Asset #43 Printer – Laser	Asset #145 Dell Laptop 6/30/04
Asset #44 Computer System 6/30/97	Asset #149 Dell Computer 6/30/05
Asset #45 Computer System 6/30/97	Asset #150 Dell Computer 6/30/05
Asset #46 Computer System 6/30/97	Asset #151 Dell Computer 6/30/05
Asset #47 Computer System 6/30/97	Asset #152 Dell Computer 6/30/05
Asset #48 Computer System 6/30/97	Asset #153 Dell Computer 6/30/05
Asset #49 Computer System 6/30/97	Asset #162 HP Color Printer 6/30/06
Asset #50 Computer System 6/30/97	Asset #182 Dell Computer 6/30/08
Asset #51 Computer System 6/30/97	Asset #183 Dell Computer 6/30/08
Asset #52 Computer System 6/30/97	Asset #184 Dell Computer 6/30/08
Asset #60 Printer – Laser 6/30/98	Asset #185 Dell Computer 6/30/08
Asset #61 Computer System 6/30/98	Asset #186 Dell Computer 6/30/08
Asset #62 Printer – Laser 6/30/98	Asset #187 Dell Computer 6/30/08
Asset #63 Printer – Laser 6/30/98	Asset #188 Dell Computer 6/30/08
Asset #72 Computer System 6/30/99	Asset #189 Dell Computer 6/30/08
Asset #73 Computer System 6/30/99	Asset #190 Dell Computer 6/30/08
Asset #74 Computer System 6/30/99	Asset #192 Network Switches 6/30/08
Asset #75 Computer System 6/30/99	Asset #193 Network Switches 6/30/08
Asset #76 Computer System 6/30/99	Asset #196 Dell Computer 6/30/08
Asset #77 Computer System – File Server 6/30/99	Asset #200 Comp Sup Printers 6/30/08
Asset #78 Network Hub – 12 Port 6/30/99	Asset #204 Dell Backup Server 6/30/08
Asset #79 Network Hub – 12 Port 6/30/99	Asset #208 Dell Optiplex 755 6/30/09
Asset #80 Network Hub – 24 Port 6/30/99	Asset #212 Dell Optiplex 760 6/30/09
Asset #81 UPS 6/30/99	Asset #213 Dell Latitude E6400 6/30/09
Asset #83 Computer – Laptop 6/30/00	Asset #215 Dell Optiplex 760 6/30/09
Asset #84 Jet Book Computer 6/30/00	Asset #216 Dell Optiplex 760 6/30/09
Asset #85 Aopen Computer 6/30/00	Asset #218 Dell Latitude E4300 6/30/09
Asset #86 SPD Server 6/30/00	Asset #219 Dell Optiplex 360 6/30/09
Asset #87 Computer 6/30/00	Asset #222 HP Scanjet 6/30/10

Asset #88 Printer 6/30/00	Asset #224 Dell Optiplex 380 6/30/10
Asset #89 View Sonic Monitor 6/30/00	Asset #227 Panasonic 6/30/11
Asset #90 Aopen Computer 6/30/00	Asset #279 2 Optiplex 3020 Minitowers 6/30/15
Asset #92 Dell Computer 6/30/01	Asset #374 Copier 6/30/96
Asset #93 HP Server Switch 6/30/01	Asset #390 Copier 6/30/98
Asset #99 Computer 9/30/02	Asset #838 NCIC Computer 6/30/05
Asset #100 Dell Computer 6/30/02	Asset #868 Laser Copier 6/30/06
Asset #101 Dell Computer 6/30/02	Asset #869 Laser Printer 6/30/06
Asset #102 Dell Computer 6/30/02	Asset #158 Dell Dimension 3000 6/30/05
Asset #103 Dell Computer 6/30/02	Asset #209 Dell Optiplex 755 6/30/09
Asset #104 Dell Computer 6/30/02	Asset #369 Copier 6/30/95
Asset #105 Dell Computer 6/30/02	
Parks & Rec:	
Asset #14 Computer System 1/1/96	
Asset #15 Monitor - Color – 21 1/1/99	
Asset #16 Computer System 1/1/98	
Asset #17 Computer System 1/1/98	
Asset #18 Computer System 1/1/96	
Asset #19 Computer System 1/1/98	
Asset #20 Dell Dimension 4600 1/1/03	
Asset #21 Dell Computer 1/1/03	
Asset #64 Copier 1/1/98	
Asset #66 Telephone System 1/1/98	
Asset #67 Voicemail System 1/1/98	
Asset #124 HVAC Unit 1/1/18	
Asset #211 A/C Unit – Gillespie Center 1/1/13	
McKee Park Fencing	
Sanitation	
Asset #2 Dell Computer 6/30/03	
Asset #3 Dell Computer 6/30/03	
Asset #4 Dell Computer 6/30/06	
Asset #5 Dell Computer 6/30/07	
Asset #6 Dell Computer 6/30/08	
Asset #7 Dell Computer 6/30/08	
Asset #8 Dell Computer 6/30/09	
Asset #9 Dell Computer 6/30/09	
Asset #10 Dell Computer 6/30/09	
Asset #11 Dell Computer 6/30/09	
Asset #12 Dell Computer 6/30/09	
Asset #13 Dell Computer 6/30/13	
Asset #14 Dell Optiplex 6/30/08	
Asset #15 Dell Optiplex 6/30/08	
Asset #16 Dell Optiplex 6/30/10	
Airport	
BEFCO Cyclone Gang Mower attachment Model 17-C50-FM5 SN 215099	
BEFCO Cyclone Gang Mower attachment Model 17-C50-FM4 K SN 209686	
Computers: Serial #s 3RVNWR1, CBHHP81 KP-F9189, Y0210002, FBHHP81, 3RWHWR1 73PC9R1 and FRPXSRI	
Printer: P170A	
Telephone Model PH-5595 #B4190109557	

14. APPROVAL TO APPLY FOR THE ANNUAL EMERGENCY MEDICAL SERVICES OPERATING FUND GRANT (EMSOF) IN THE AMOUNT OF \$14,855.00, WITH A MATCH OF .15 PER CITY RESIDENT, TO BE USED FOR MEDICAL TRAINING AND EQUIPMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the November 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval to apply for the annual Emergency Medical Services Operating Fund Grant (EMSOF) in the amount of \$14,855.00 with a match of .15per city resident to be used for medical training and equipment” is enumerated, this consent item is thereby approved.

15. CONSIDERATION TO HIRE HECTOR PITTI AS A PART TIME AIRCRAFT LINEMAN (FBO) AT THE AIRPORT.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the November 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Hector Pitti as a part time Aircraft Lineman (FBO)” is enumerated, this consent item is thereby approved.

16. CONSIDERATION TO HIRE BRADLEY WILLIAMS AS A POLICE OFFICER.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the November 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Bradley Williams as a police officer” is enumerated, this consent item is thereby approved.

17. CONSIDERATION TO HIRE WILLIAM ROBERTS AS APPRENTICE LINEMEN VI IN STARKVILLE UTILITIES.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the November 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire William Roberts as an Apprentice Linemen VI in Starkville Utilities” is enumerated, this consent item is thereby approved.

18. CONSIDERATION OF ACCEPTING THE LOW QUOTE FROM COLUMBUS FENCE COMPANY, LLC IN THE AMOUNT OF \$42,545.00 FOR THE MCKEE PARK PICKLEBALL COURT FENCING PROJECT.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the November 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the low quote from Columbus Fence Company, LLC in the amount of \$42,545.00 for the McKee Park Pickleball Court Fencing Project” is enumerated, this consent item is thereby approved.

Two quotes received: Columbus Fence - \$42,525.00 and American Fence Co.- \$64,850.00

19. CONSIDERATION TO CALL FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 325 RUTH RD, STARKVILLE, MS WITH PARCEL NUMBER 159J-00-028.01 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the November 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of calling for a Public Hearing under Miss. Code Ann. § 21-19-11 to determine whether the structures located at 325 Ruth Rd. Starkville, MS 39759 with the parcel number 159J-00-028.01 is a menace to the public health, safety, and welfare of the community” is enumerated, this consent item is thereby approved.

20. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 305 RUTH RD, STARKVILLE, MS WITH PARCEL NUMBER 159J-00-028.01 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the November 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of calling for a Public Hearing under Miss. Code Ann. § 21-19-11 to determine whether the structures located at 305 Ruth Rd. Starkville, MS 39759 with the parcel number 159J-00-028.01 is a menace to the public health, safety, and welfare of the community” is enumerated, this consent item is thereby approved.

21. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 245 RUTH RD, STARKVILLE, MS WITH PARCEL NUMBER 159J-00-028.01 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the November 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of calling for a Public Hearing under Miss. Code Ann. § 21-19-11 to determine whether the structures located at 245 Ruth Rd. Starkville, MS 39759 with the parcel number 159J-00-028.01 is a menace to the public health, safety, and welfare of the community” is enumerated, this consent item is thereby approved.

22. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 201 RUTH RD, STARKVILLE, MS WITH PARCEL NUMBER 159J-00-028.01 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the November 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of calling for a Public Hearing under Miss. Code Ann. § 21-19-11 to determine whether the structures located at 201 Ruth Rd. Starkville, MS 39759 with the parcel number 159J-00-028.01 is a menace to the public health, safety, and welfare of the community” is enumerated, this consent item is thereby approved.

23. CONSIDERATION OF ACCEPTANCE OF THE LOWEST BID FROM CENTRAL POLY-BAG CORP FOR THE PURCHASE OF 4,000 ROLLS OF GARBAGE BAGS IN THE AMOUNT OF \$62,560.00 FOR THE 2023/2024 ANNUAL BAG DISTRIBUTION.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the November 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the lowest bid from Central Poly-Bag Corp. for the purchase of 4,000 rolls of garbage bags in the amount of \$62,560.00 for the 2023/2024” is enumerated, this consent item is thereby approved.

Refuse Bags - Per Roll OF 104 Company	3,000 rolls Bid Amount	5,000 Rolls Bid Amount	Delivery Days
Central Poly-Bag Corp.	\$ 15.64	\$ 15.64	60
WasteZero	\$ 15.65	\$ 15.65	30
East MS Lumber	\$ 19.34	\$ 18.30	40

24. CONSIDERATION OF THE LOWEST BID FOR FINANCING FROM BANKPLUS IN THE AMOUNT OF \$164,000 OVER FOUR YEARS TO BE MADE QUARTERLY IN ADVANCE BEGINNING JANUARY OF 2024 AT 6.75 % INTEREST FOR THE PURCHASE OF A REAR LOADING 8 YARD REFUSE TRUCK.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the November 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the lowest bid for financing from BankPlus in the amount of \$164,000 over four years to be made quarterly in advance beginning January of 2024 at 6.75 % interest for the purchase of a rear loading 8-year refuse truck to be used by Starkville Sanitation and Environmental Services” is enumerated, this consent item is thereby approved.

25. CONSIDERATION OF THE LOW QUOTE FROM SCWHING BIOSET FOR POLYMER FOR THE BIOSOLIDS FACILITY AT THE WASTEWATER TREATMENT PLANT IN THE AMOUNT OF \$5,179.60.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the November 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the low quote from Scwhing Bioset for polymer for the Biosolids facility at the Wastewater Treatment Plant in the amount of \$5,179.60” is enumerated, this consent item is thereby approved.

Two quotes received: Schwing Bioset - \$5,179.60 and Industrial Chemicals - \$6,325.92

26. CONSIDERATION TO APPROVE THE LOW QUOTE FROM WELDING WORKS FOR REPLACEMENT OF THE LAGOON CATWALK AT THE WASTEWATER TREATMENT PLANT IN THE AMOUNT OF \$8,510.00.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the November 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the low quote from Welding Works for replacement of the lagoon catwalk at the Wastewater Treatment Plant in the amount of \$8,510.00” is enumerated, this consent item is thereby approved.

Two quotes received: Welding Works - \$8,510.00 and Orman’s Welding - \$14,375.40

27. CONSIDERATION TO APPROVE THE LOW QUOTE FROM MYERS FENCE SALES LLC FOR FENCING AT THE PIPE YARD AT NEW CONSTRUCTION REHAB IN THE AMOUNT OF \$9,350.00.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the November 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the low quote from Myers Fence sales LLC for fencing at the pipe yard at New Construction Rehab in the amount of \$9,350.00” is enumerated, this consent item is thereby approved.

Two quotes received: Myers Fence Sales LLC - \$9,350.00 and Columbus Fence - \$9,700.00

28. CONSIDERATION TO APPROVE THE LOW BID FROM WEAVER ELECTRIC, INC. IN THE AMOUNT OF \$392,665.00 FOR THE OPTICAL GROUND WIRE PHASE 2 (EAST LEG) AND AUTHORIZATION TO ENTER INTO A CONSTRUCTION CONTRACT.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the November 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the low bid from Weaver Electric, Inc. in the amount of \$392,665.00 for the Optical Ground Wire Phase 2 (east Leg) and authorization to enter into a construction contract” is enumerated, this consent item is thereby approved.

Three bids received: Weaver - \$392,665.00, Southern Electric - \$595,648.00 and Gray’s Power – Withdrew Bid

29. CONSIDERATION OF A PROPOSAL FROM GARVER TO PROVIDE ENGINEERING CONTRACT SERVICES FOR AERATOR REPLACEMENT DESIGN FOR THE WASTEWATER TREATMENT PLANT.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the November 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of a proposal from Garver to provide engineering contract services for aerator replacement design for the wastewater treatment plant” is enumerated, this consent item is thereby approved. Proposal follows this page.

30. CONSIDERATION OF A PROPOSAL FROM NEEL SCHAFER TO PROVIDE ENGINEERING SERVICES FOR SAND AND HENDERSON ROAD CDBG PROJECT.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the November 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of a proposal from Neel Schaffer to provide engineering services for Sand and Henderson Road CDBG project” is enumerated, this consent item is thereby approved. The proposal follows the Garver proposal.

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS:

Mayor Spruill introduced the following new Street Department employees: Montrell Williams and Kevin Young as well as new Firemen Tristen Graham, Preston Gregg, James Hollingsworth and Jorden Neyman.

She then noted that Friday, November 10, is a city holiday, Veterans Day, and that there will be no trash pickup.

BOARD OF ALDERMEN COMMENTS:

Alderman Carver thanked everyone that helps with elections, especially poll workers in that it is a tiresome, often underappreciated job.

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.

Mayor’s Youth Council Members, thanked the Mayor and Board for support and guidance. The Starkville council will be hosting the State Summit March 1 and March 2 of 2024.

Jullian Gallo, Ward 2, thanked the Board for his appointment to the Election Commission.

PUBLIC APPEARANCE: None

PUBLIC HEARING: None



**TASK ORDER #13
FOR PROFESSIONAL SERVICES
STARKVILLE UTILITIES**

In accordance with the Master Services Agreement for Professional Services between Starkville Utilities (OWNER) and GARVER, LLC (GARVER), dated November 21, 2017 ("Agreement"), OWNER and GARVER agree as follows:

- 1. Specific Project Title:** Starkville WWTP Aeration Improvements Evaluation
- 2. Description:** Generally, the Scope of Services details professional engineering services for the Ernest E. Jones Wastewater Treatment Plant (WWTP) Aeration Improvements Evaluation. This effort will evaluate alternatives for improvements to the existing aeration system, including complete replacement. As part of this effort, GARVER will evaluate up to four alternatives to restore the aeration capabilities to meet the demands of both current operating conditions as well as future operating conditions being developed as part of the Comprehensive Evaluation effort (separate from this project). This will include equipment sizing, life-cycle costs analysis, and required structural and electrical modifications necessary to install the proposed equipment for each alternative.
- 3. Scope of Services:** In accordance with the Agreement for Professional Services and as described in this Task Order, the services to be performed consist of the following (refer to Exhibit A for a detailed Scope of Services to be performed under this Task Order):

Task 1 Aeration Improvements Evaluation

Additional Services may be authorized at a later time under separate task orders to the Master Agreement. The scope for these services is authorized for execution under this Task Order. The scope for

4. MSA Additions

The Parties hereby agree the following shall be added to terms provided in the MSA dated November 21, 2017

Section 5.8.2 To the extent allowed under applicable law, GARVER shall not be liable to OWNER for any special, indirect, or consequential damages, such as, but not limited to, loss of revenue or loss of anticipated profits.

Section 5.8.3 Notwithstanding any provision to the contrary herein, and to the extent allowed under law, GARVER'S (including its subconsultants, agents, assignees, affiliates and vendors) total aggregate liability under the agreement shall be limited to 100% of the Task Order giving rise to the liability regardless of the cause or action (including negligence).

- 5. OWNER's Responsibilities:** As indicated in Master Agreement.
 - a. The OWNER will provide GARVER access to the wastewater treatment plant.
 - b. The OWNER will provide GARVER with access to SCADA information as necessary.
 - c. The OWNER will provide GARVER with all requested documents related to the wastewater treatment plant and associated systems.



6. **Schedule:** Discounting unforeseen conditions and circumstances beyond GARVER's control, GARVER shall complete the items described above and complete this task prior to April 1, 2024.

7. **Payment to Engineer:**

- a. The total compensation to GARVER for the services identified by this Task Order shall be on an hourly cost basis plus expenses with a not to exceed fee amount of (\$39,200). These rates apply for this Task Order only. GARVER will only bill the Starkville Utilities for time spent on items related to this Task Order.
- b. Any additional work beyond the scope of services defined in this Task Order, and authorized by the OWNER, shall be paid for in a subsequent Task Order. As this Task Order is based on an hourly basis, once the total fee is exhausted, the OWNER may elect to enter into a subsequent Task Order to continue similar services.

8. **Subconsultants:** None.

9. **Other Amendments to Master Agreement:** None.

10. **Attachments:**

- a. **Exhibit A** – Scope of Services
- b. **Exhibit B** – Hourly Rate Schedule

Approval and Acceptance

Approval and Acceptance of this Task Order, including attachments listed above, shall incorporate this document as part of the Agreement. GARVER is authorized to begin performance upon receipt of a copy of this Task Order signed by the OWNER.

The Effective Date of the Task Order is Nov. 7, 2023.

Owner:
STARKVILLE UTILITIES

Engineer:
GARVER



Signature






Signature
R. Wesley Cardwell, PE

Business Team Leader



2111 Parkway Office Circle
Suite 100
Birmingham, AL 35244
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FAX 205.313.6454
www.GarverUSA.com

STARKVILLE UTILITIES

EARNEST E. JONES WWTP AERATION IMPROVEMENTS EVALUATION

EXHIBIT A – SCOPE OF SERVICES

General

Generally, the Scope of Services details professional engineering services for the Ernest E. Jones Wastewater Treatment Plant (WWTP) Aeration Improvements Evaluation. This effort will evaluate alternatives for improvements to the existing aeration system, including complete replacement. As part of this effort, GARVER will evaluate up to four alternatives to restore the aeration capabilities to meet the demands of both current operating conditions as well as future operating conditions being developed as part of the Comprehensive Evaluation effort (separate from this project). This will include equipment sizing, life-cycle costs analysis, and required structural and electrical modifications necessary to install the proposed equipment for each alternative.

Task 1 – Aeration Improvements Evaluation

GARVER will evaluate alternatives to restore the aeration capabilities within each oxidation ditch at the Ernest E. Jones WWTP. Specifically, this task will include:

- 1.1. GARVER will develop up to four (4) alternatives to restore the aeration capacity of the existing plant through replacement (or repairs as described below) of the existing aeration equipment. It is anticipated that these alternatives will, in general, include the following:
 - a. Complete repairs to the existing aeration system such that the contributing factor(s) that have historically contributed to the ongoing equipment failures are addressed. It is understood that the current equipment Manufacturer may choose not to provide information or participate in the evaluation. As such, it is agreed that reusing the existing disc rotors with equipment from an alternative Manufacturer will not be considered.
 - b. Installation of a new brush-style rotor system, similar to the original aeration equipment.
 - c. Installation of a new floating aerator system and no longer utilization of rotors for aeration.
 - d. Installation of a combination system consisting of brush-style rotors and floating aerators to achieve the necessary aeration requirements.
- 1.2. As part of the development of each alternative, GARVER will identify the necessary structural and electrical modifications required to install the new equipment within the existing oxidation ditches and incorporate these improvements into the costs to implement each alternative.



- 1.3. GARVER will summarize details of each alternative, the corresponding capital costs and life cycle costs of each alternative, and the recommended aeration improvements into a Technical Memorandum. GARVER will submit one copy (in bookmarked, searchable PDF format) of the draft TM and, after OWNER review, will provide one final copy (PDF format) of TM to OWNER.

Project Deliverables

The following will be submitted to the OWNER, or others as indicated, by GARVER:

1. Aeration Improvements Evaluation Technical Memorandum

Meeting Schedule

GARVER will conduct the following meetings as part of this project.

1. Recommendations Review Workshop: The purpose of this workshop is to present results of the Aeration Improvements Evaluation to the OWNER. This workshop will be held virtually via Microsoft Teams.

Extra Work

The following items are not included under this agreement but will be considered as Extra Work. Extra Work will be as directed by the OWNER in writing for an additional fee as agreed upon by the OWNER and GARVER:

1. Revisions, due to changed conditions, after OWNER approval and GARVER completion of final documents.
2. Submittals or deliverables in addition to those listed herein.
3. Meetings and/or Workshops in addition to those listed herein.
4. Geotechnical services.
5. Environmental services.
6. Design phase services.
7. Bidding and award services.
8. Construction phase services.
9. Operations and maintenance services.

Compensation

The compensation for services performed by GARVER on this project are broken down herein.

Phase Description	Amount	Basis of Compensation
Task 1 – Aeration Improvements Evaluation	\$39,200	Hourly
Total Amount	\$39,200	

Schedule

GARVER shall begin work under this Agreement within seven (7) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

Phase Description	Calendar Days
Task 1 – Aeration Improvements Evaluation	60 days from Notice to Proceed



Exhibit B

Starkville Utilities

Ernest E. Jones WWTP Aeration Improvements Evaluation

Garver Hourly Rate Schedule: July 2023 - June 2024

Classification	Rates
Engineers / Architects	
E-1	\$ 120.00
E-2	\$ 139.00
E-3	\$ 168.00
E-4	\$ 196.00
E-5	\$ 239.00
E-6	\$ 275.00
E-7	\$ 398.00
Designers	
D-1	\$ 112.00
D-2	\$ 131.00
D-3	\$ 156.00
D-4	\$ 181.00
Technicians	
T-1	\$ 87.00
T-2	\$ 111.00
T-3	\$ 135.00
T-4	\$ 170.00
Surveyors	
S-1	\$ 54.00
S-2	\$ 71.00
S-3	\$ 95.00
S-4	\$ 137.00
S-5	\$ 181.00
S-6	\$ 206.00
2-Man Crew (Survey)	\$ 207.00
3-Man Crew (Survey)	\$ 261.00
2-Man Crew (GPS Survey)	\$ 227.00
3-Man Crew (GPS Survey)	\$ 281.00
Management / Administration	
AM-1	\$ 69.00
AM-2	\$ 93.00
AM-3	\$ 130.00
AM-4	\$ 165.00
AM-5	\$ 203.00
AM-6	\$ 250.00
AM-7	\$ 301.00
M-1	\$ 481.00

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

This **AGREEMENT** made this 7th day of November, 2023, by and between **City of Starkville**, after this called "**OWNER**", and **NEEL-SCHAFFER, INC.**, having its principal place of business at 1115 Stark Road, Starkville, Mississippi 39760, after this called the "**ENGINEER**".

I. DESCRIPTION OF SERVICES

OWNER intends to engage the **ENGINEER** to provide engineering and professional services for **SEWER SYSTEM IMPROVEMENTS AT SAND ROAD AND HENDERSON ROAD- 2024 CDBG APPLICATION**, as referenced here further as the **PROJECT**. It is anticipated that the engineering and professional services for the **PROJECT** will be performed under four task orders and will consist of the following types of work:

Task 1 – Surveying Services

Services shall include the following work:

- Field surveys will be performed in the study area to support preliminary engineering services for developing the limits of the area to be served by a gravity type collection system.
- Surveys will determine elevations of sewer system flow lines in near proximity to the services area and used as part of the study area to be served.
- Digital terrain information available as LIDAR and provided through governmental sources shall be gathered and utilized to support preliminary engineering services.
- Final elevation data will be provided back to the Owner for record and future use with its mapping system.

Task 2 – Preliminary Engineering Services

Services shall include the following work:

- Survey data compiled for the service area will be used to assess probable use of a gravity sewer collection as much as possible.
- A preliminary route and layout for serving the Project area will then be developed and used to develop probable costs for design and construction of the Project.
- A review of preliminary route and layout will be performed with the Owner as a comment period prior to finalizing the route and layout to be used in the Preliminary Engineering Report required with the application of funding source.

Task 3 – Preliminary Engineering Report

Services shall include the following work:

- A Preliminary Engineering Report (PER) will be developed in accordance with requirements of the latest version of the Community Development Block Program Application Manual provided by the MS Development Authority, Community Incentives Program.
- A draft of the PER will be provided to the Owner's CDBG Grant Administrator and Owner for review and concurrence with the program requirements of the funding agency as part of a

- comment period prior to providing the final PER for use with the grant application.
- A certified copy of the PER will be provided by the Engineer as final deliverable for the Owner and Grant Administrator for use with applying for the grant.

Task 4 – Income Surveys

Services shall include the following work:

- Income surveys for proposed residents of the service area will be conducted using forms and requirements provided in the the latest version of the Community Development Block Program Application Manual provided by the MS Development Authority, Community Incentives Program. Local source information for property owners will be utilized to fill out forms prior to conducting on site surveys.
- Final surveys will be provided to the City and Grant Administrator on the City's behalf.

Note: Tasks 1 through 4 will support the City of Starkville applying for CDBG funding in 2024. If the City is awarded a grant for the project, additional tasks for design and construction engineering services will be developed and submitted to the City in the form of an amendment to this agreement for approval to move forward with the additional services.

A general outline of services for Tasks 1 through 4 is included in the **Summary of Fees** presented as **Exhibit A** of this **AGREEMENT**.

II. PAYMENT FOR SERVICES

ENGINEER will provide services in accordance with the **Exhibit B, “General Terms and Conditions”** attached to and made a part of this **AGREEMENT**. **OWNER** will pay **ENGINEER** for services on the actual labor rate for the individuals involved times an overheard rate that is in accordance with the most recent approved Federal Audited Rate by MDOT, plus a profit of 10%. Reimbursable expenses will be billed in addition to the labor costs. Subconsultant expenses and independent professional associate expenses will be billed to **OWNER** at their actual cost to **ENGINEER**. Estimated fee costs for Subconsultants are included in **Exhibit A**.

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

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

Compensation to the **ENGINEER** for services performed under this **AGREEMENT** will be hourly not to exceed in the amount of \$31,000.

III. ADDITIONAL SERVICES

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

IV. TIME SCHEDULE

This **AGREEMENT** shall remain in effect for one year from the date of the contract being executed by both parties and will be automatically renewed annually or will terminate when a new contract is executed.

V. CHANGES TO AGREEMENT

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

VI. ACCEPTANCE

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

CITY OF STARKVILLE

NEEL-SCHAFFER, INC.



D. Lynn Spruill
Mayor



John Cunningham
Vice President

CITY OF STARKVILLE
SEWER SYSTEM IMPROVEMENTS
AT SAND ROAD AND HENDERSON ROAD
2024 CDBG APPLICATION

EXHIBIT A - FEE SUMMARY

	SEWER SYSTEM IMPROVEMENTS AT SAND ROAD AND HENDERSON ROAD - 2024 CDBG APPLICATION			
		Est. Hrs.	Avg. Rate	
A.	Task 1 - Surveying Surveying Services	30	\$ 167	\$ 5,000
B.	Task 2 - Preliminary Engineering Services	24	\$ 208	\$ 5,000
C.	Task 3 - Preliminary Engineering Report	24	\$ 208	\$ 5,000
D.	Task 4 - Income Surveys - Up to 60	160	\$ 100	\$ 16,000
Total Estimated Not to Exceed Fee				\$ 31,000

EXHIBIT B
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

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

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

In the event Consultant's scope of services does not include the observation and monitoring of work performed by Client's separate contractors, the Client assumes all responsibility for construction observation, and Client waives any claims against Consultant arising therefrom.

2. **Responsibility of Consultant.** Consultant will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions (the "Standard of Care"). No other representation, warranty or guarantee, express or implied, is included or intended in this Agreement or in any report, opinion, document, or otherwise.

5. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority on its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.

3. **Responsibility of the Client.** Client shall provide all information and criteria as to its requirements for the Project, including budgetary limitations. Client shall arrange for Consultant to enter upon public and private property and obtain all necessary approvals required from all governmental authorities having jurisdiction over the Project. Client shall give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services.

6. **Ownership of Documents.** All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form prepared by Consultant are instruments of Consultant's service that shall remain Consultant's property. The Client agrees not to use Consultant generated documents for projects other than the project for which the documents were prepared by Consultant, or for future modifications to the Project, without Consultant's express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Consultant will be at the Client's sole risk and without liability to Consultant or its employees, subsidiaries, and subconsultants.

The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that Consultant may take measures to minimize the consequences of such a defect. Should legal liability for the defects exist, failure by the Client to notify the Consultant shall relieve the Consultant of any liability for costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

7. **Opinion of Costs.** When required as a part of its scope of services, Consultant will furnish opinions or estimates of construction cost on the basis of Consultant's experience and qualifications, but Consultant does not guarantee the accuracy of such estimates. The parties recognize that Consultant has no control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices.

4. **Construction Phase Services.** If Consultant's scope of services includes the observation and monitoring of work performed by Client's separate contractors, Consultant shall provide personnel to observe and monitor the work in accordance with the Standard of Care in order to ascertain that it is being performed, in general, in accordance with the plans and specifications. Consultant shall not supervise, direct, or have control over the contractor's work. Consultant shall not have authority over or responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the contractor. Consultant does not guarantee the performance of the construction contract by the contractor and does not assume responsibility for the

8. **Changes or Delays.** In the event new developments or circumstances beyond the control of Consultant require a change in the scope of services or schedule, Consultant shall be entitled to an equitable adjustment to the fee and/or schedule. Such events include, but are not limited to, unreasonable delays caused by Client's failure to provide specified direction or information, delays caused by Client's other contractors or consultants, or if Consultant's failure to perform is due to any act of God, labor shortage, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of Consultant.

EXHIBIT B
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

9. **Suspension of Services.** Client may, at any time, by written notice, suspend further services by Consultant. Upon receipt of such notice, Consultant shall take all reasonable steps to mitigate costs allocable to the suspended services. Client, however, shall pay all reasonable and necessary costs associated with such suspension including the cost of assembling documents, personnel and equipment, rescheduling or reassignment costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension. Consultant will not be obligated to provide the same personnel in the event the period of any suspension exceeds 30 days.
10. **Termination.** This Agreement may be terminated by either party upon 30 days' written to the other party. Upon such termination, Client shall pay Consultant for all services performed up to the date of termination. If Client is the terminating party, Client shall pay Consultant all reasonable cost and expenses incurred by Consultant in effecting the termination, including but not limited to non-cancellable commitments and demobilization costs, if any.
11. **Indemnification.** Consultant shall indemnify and hold harmless Client from and against those damages and costs (including reasonable attorneys' fees) that Client incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Consultant.
12. **Legal Proceedings.** In the event Consultant or its employees are required by Client to provide testimony, answer interrogatories, produce documents or otherwise provide information in relation to any litigation, arbitration, proceeding or other inquiry arising out of Consultant's services, where Consultant is not a party to such proceeding, Client will compensate Consultant for its services and reimburse Consultant for all related direct costs incurred in connection with providing such testimony or information. This provision shall not apply in the event Client engages Consultant to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.
13. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written consent of the other party.
14. **Insurance.** Consultant agrees to maintain the following insurance coverage with the following limits of insurance during the performance of Consultant's work hereunder:
- (a) Commercial General Liability insurance with standard ISO coverage and available limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate;
 - (b) Automobile Liability insurance with standard ISO coverage and available combined single limits of \$1,000,000 per accident;
 - (c) Worker's Compensation insurance with limits as required by statute and Employer's Liability insurance with limits of \$1,000,000 per employee for bodily injury by accident/\$1,000,000 per employee for bodily injury by disease/\$1,000,000 policy limit for disease; and
 - (d) Professional Liability insurance covering Consultant's negligent acts, errors, or omissions in the performance of professional services with available limits of \$1,000,000 per claim and annual aggregate.
- Consultant shall provide evidence of procuring the above insurance coverages by delivering a certificate of insurance to Client prior to the start of Consultant's work and annually upon renewal of coverage. Consultant shall cause Client to be named as an additional insured on Consultant's commercial general liability policy, which shall be primary and noncontributory.
15. **Information Provided by the Client.** Consultant shall be entitled to rely upon, without liability, the accuracy and completeness of any and all information provided by Client, without the obligation of independent verification.
16. **Omitted.**
17. **Payment.** Unless agreed to otherwise, Consultant shall submit monthly invoices to the Client. Payment in full shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the Consultant's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 45 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. If the Client fails to make payments; then Consultant, after giving seven (7) days written notice to the Client, may suspend services until the Client has paid in full all amounts due for services, expenses, and other related charges without recourse to the Client for loss or damage caused by such suspension. The Client waives any and all claims against the Consultant for any such suspension. Payment for Consultant's services is not contingent on any factor, except the Consultant's ability to provide services in a manner consistent with

EXHIBIT B
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

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

31. CONSIDERATION OF FORMALLY ACCEPTING THE PORTION OF HIGHWAY 182 FROM OLD WEST POINT ROAD TO ROOSEVELT TAYLOR, SR. STREET INTO THE OWNERSHIP, CONTROL AND AUTHORITY OF THE CITY OF STARKVILLE. RELEASED BY THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION (MDOT).

Mayor Spruill noted the Right of Way concerns and the costs that had necessitated the request to MDOT to release this section of Highway 182. Upon the motion of Alderman Sistrunk, duly seconded by Alderman Vaughn, for the Board of Aldermen to approve a

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 letter from MDOT follows this page.

32. CONSIDERATION OF FP 23-10: A REQUEST FOR FINAL PLAT APPROVAL FOR “THE SUMMIT” AT THE NORTHWEST CORNER OF RUSSELL STREET AND JARNIGAN STREET IN A T-5C ZONING DISTRICT.

Daniel Havelin presented FP 23-10. The applicant, Jeremy Tabor on behalf of Summit Starkville, LLC for the “The Summit” subdivision. The proposed subdivision is located at the northwest corner of Russell Street and Jarnigan Street in a T-5C zoning district. The gross acreage is +/- 0.63 with a total of 2 lots. On October 18, 2022, the Board of Aldermen approved a variance from lot width and frontage buildout requirements and a special exception to reduce parking requirements. On October 26, 2023, the Development Review Committee reviewed the final plat. Jeremy Tabor was present and stated he would abide by architecture review recommendations when completed.

Upon the motion of Alderman Brooks, duly seconded by Alderman Carver, for the Board of Aldermen to approve FP 23-10: a request for Final Plat approval for “The Summit” at the northwest corner of Russell Street and Jarnigan Street in a T-5C zoning district, 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: Nay

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

Jeff Ely, P.E.
Chief of Staff
Charles R. Carr
Director, Office of Intermodal Planning



Brian D. Ratliff, P.E.
Deputy Executive Director/Chief Engineer
Lisa M. Hancock, CPA
Deputy Executive Director/Administration

Brad White
Executive Director

October 19, 2023

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Honorable D. Lynn Spruill, Mayor
City Hall, 110 W. Main Street
Starkville, MS 39759

Re: Release of a segment of MS 182 to Starkville

Dear Mayor Spruill:

The Mississippi Transportation Commission has received your request for the turnover from MDOT to Starkville of a section of MS 182 from Roosevelt Taylor, Sr. Street to Old West Point Road. Attached is a copy of the highlighted area indicating that the length of roadway to be turned over to the jurisdiction of the City of Starkville is described as 1.02 miles from Roosevelt Taylor, Sr. Street to Old West Point Road. This correspondence serves as the Commission's official notice that the referenced segment is hereby turned over to the City of Starkville for maintenance and jurisdiction. This notice is in compliance with Section 65-1-75, Mississippi Code 1972, as amended, which states:

"Whenever any state highway runs into or through the corporate limits of any municipality, the municipal street or the street utilized and marked as a part of any such state highway may be a part of the state highway system and may be maintained by the department; however, such route through any municipality shall be selected by the commission by orders spread on its minutes describing all such routes, and such route or routes may be changed, relocated or abandoned by the commission from time to time, all under the provisions, terms and conditions herein provided."

If an on-site inspection is deemed necessary to clarify the limits of the referenced segment of MS 182 that is returned to your jurisdiction, please contact Matt Dunn, District Engineer, at P. O. Box 2060, Tupelo, MS 38803, telephone number 662-842-1122.

Sincerely,

A handwritten signature in blue ink, appearing to read "Brad White", with the word "for" written in smaller blue ink to its right.

Brad White
Executive Director

BW/zsh
Attachment

33. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of October 31, 2023 for fiscal year ending 9/30/24, 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	\$ 800,821.72
Airport Fund	015	35,350.25
Sanitation	022	42,555.12
Industrial Park Bond	303	2,735.62
2022 GO Bonds	305	8,890.00
Main Street Improvements	311	5,000.00
Parks Capital Project Fund (2023)	312	47,964.37
Public Improv Bonds 2018	319	204,636.99
Park and Rec Tourism	375	2,995.00
BUILD Grant / 182	377	576,564.21
Park Bonds 2020	380	14,642.51
Sub Total Before Utilities		\$ 1,742,155.79
Utilities Dept.	SED	1,034,820.85
Total Claims	Total	\$ 2,776,976.64

34. MOTION TO RECESS UNTIL NOVEMBER 21, 2023 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Beatty, for the Board of Aldermen to recess the meeting until November 21, 2023 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

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

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

SIGNED AND SEALED THIS THE 7th DAY OF NOVEMBER, 2023.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK