

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
January 2, 2024**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on January 2, 2024 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Sandra Sistrunk, Jeffrey Rupp, Mike Brooks, Hamp Beatty, Roy A'. Perkins and Henry Vaughn, Sr. as well as City Attorney Berk Huskison and City Clerk / CFO Lesa Hardin.

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Mayor D. Lynn Spruill asked for any revisions to the Official Agenda as presented. There being no changes, the Mayor called for a motion to approve the agenda with consent items as presented.

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

Alderman Rupp offered a motion, duly seconded by Alderman Brooks, to approve the January 2, 2024 Official Agenda. The Board voted as follows:

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, JANUARY 2, 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 DECEMBER 15, 2023 WORK SESSION OF THE
MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.**

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCE

DR. GRANT ARINDER – BRIDGEWAY CHURCH (405 N JACKSON) PARKING LOT

VIII. PUBLIC HEARING

PUBLIC HEARING AND CONSIDERATION OF VA 23-13: A REQUEST FOR A VARIANCE FROM SEVERAL REQUIREMENTS OF THE ACCESS MANAGEMENT POLICY FOR WALMART LOCATED AT 1010 MISSISSIPPI HIGHWAY 12 WEST IN A C ZONING DISTRICT.

IX. MAYOR'S BUSINESS

THERE ARE NO ITEMS FOR THIS AGENDA

X. BOARD BUSINESS

A. DECLARE WARD 1 ALDERMAN SEAT VACANT AND SET CITY ELECTION FOR WARD 1 ALDERMAN FOR TUESDAY, FEBRUARY 13, 2024.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. CONSIDERATION OF LOWEST QUOTE FOR TAXIWAY CRACK SEAL FROM SUNBELT SEALING, INC. IN THE AMOUNT OF \$66,000.00.

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF APPROVING THE ENGINEERING SERVICES AGREEMENT WITH ATWELL & GENT, P.A. FOR THE ELECTRICAL REDESIGN OF THE HIGHWAY 182 REVITALIZATION PROJECT.

2. CONSIDERATION OF APPROVAL OF NEEL-SCHAFER, INC. AS THE PREFERRED CONSULTANT TO PROVIDE PROFESSIONAL SERVICES FOR THE STARK ROAD AND HOSPITAL ROAD EXTENSION PROJECT.

E. FINANCE AND ADMINISTRATION

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

DECEMBER 22, 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.

2. REQUEST APPROVAL TO DECLARE LISTED ITEMS AS SURPLUS PROPERTY AND SELL TO THE HIGHEST BIDDER ON GOVDEALS, DISCARD OR SELL DIRECTLY TO A SCRAP DEALER.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE BONNIE BRUMLEY-EDWARDS AS A PERMIT TECHNICIAN IN THE COMMUNITY DEVELOPMENT DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE DONTAVIOUS HOWARD AS COMMERCIAL DRIVER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE TREVON OUTLAW AND DARIAN KING AS SANITATION WORKERS IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
4. CONSIDERATION OF APPROVING THE REVISED PERSONNEL MANUAL FOR THE CITY OF STARKVILLE EFFECTIVE JANUARY 3, 2024.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION OF CANCELING THE REMAINDER OF THE CONSTRUCTION ADMINISTRATION CONTRACT WITH KIMLEY HORN FOR THE NEEDMORE CENTER.
2. CONSIDERATION OF APPROVAL OF THE PROFESSIONAL SERVICES CONTRACT WITH ARCHITECTONICS, PLLC IN THE AMOUNT \$10,000 FOR THE NEEDMORE CENTER PROJECT.

J. POLICE DEPARTMENT

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

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. APPROVAL OF WORK AUTHORIZATION 24-01 WITH CLEARWATER CONSULTANTS, INC. TO PROVIDE ENGINEERING SERVICES FOR THE INFLUENT PUMP STATION REHABILITATION.
2. ACCEPT EMERGENCY AUTHORIZATION CONSISTENT WITH PRESIDENTIAL DETERMINATION NO. 2022-19 FROM HOWARD INDUSTRIES INC. TO PURCHASE TWO 100KVA TRANSFORMERS IN THE AMOUNT OF \$41,514.00.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. RECESS UNTIL JANUARY 16, 2024 @ 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 – 15:

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

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 2, 2024 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the December 15, 2023 Work Session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

3. CONSIDERATION TO DECLARE WARD 1 ALDERMAN SEAT VACANT AND SET CITY ELECTION FOR WARD 1 ALDERMAN FOR TUESDAY, FEBRUARY 13, 2024.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 2, 2024 Official Agenda, and to accept items for consent, whereby the “approval of a Resolution declaring a vacancy in the Ward 1 Alderman position of the City of Starkville, Mississippi and calling for a Special Election to be held February 13, 2024 to fill that vacancy pursuant to Miss. Code Ann. § 23-15-857” is enumerated, this consent item is thereby approved.

RESOLUTION APPROVING ORDER

ORDER DECLARING A VACANCY IN THE WARD 1 ALDERMAN POSITION OF THE CITY OF STARKVILLE, MISSISSIPPI AND CALLING FOR A SPECIAL ELECTION PURSUANT TO MISS. CODE ANN. § 23-15-857

The Board of Aldermen of the City of Starkville, Mississippi finds as follows:

1. On December 22, 2023, the City Clerk received a letter of resignation from Ward 1 Alderman Ben Carver, which is attached and incorporated herein as Exhibit A.

2. The letter stated that Alderman Carver was resigning his position as Ward 1 Alderman effective December 27, 2023.

3. A vacancy has now been created on the Starkville Board of Aldermen that must be filled pursuant to Miss. Code Ann. § 23-15-857.

IT IS, HEREBY, ORDERED that:

a. A vacancy exists on the Starkville Board of Aldermen that must be filled pursuant to Miss. Code Ann. § 23-15-857.

b. An election shall be held in Ward 1 on Tuesday, February 13, 2024, to fill the vacancy.

c. Notice of the election shall be given by the City Clerk by publication in the Starkville Daily News once each week for three (3) successive weeks before the election. The first notice shall be published at least thirty (30) days before the election.

d. Notice shall also be given by posting a copy of the notice at three (3) public places in the municipality not less than twenty-one (21) days before the election. One (1) of the notices shall be posted at City Hall.

e. The Notice shall state that each candidate shall qualify by petition filed with the City Clerk by 5:00 p.m. at least twenty (20) days before the election. The petition shall be signed by not less than fifty (50) qualified electors.

d. The election shall be held as far as practicable in the same manner as municipal general elections.

Alderman Rupp moved and Alderman Brooks seconded the motion to adopt the foregoing Order, and the question being put to a vote, the result was as follows:

Alderman Ward 1	Vacant
Alderman Sandra Sistrunk	Voted: Yes
Alderman Jeffrey Rupp	Voted: Yes
Alderman Mike Brooks	Voted: Yes
Alderman Hamp Beatty	Voted: Yes
Alderman Roy A.' Perkins	Voted: Yes
Alderman Henry Vaughn	Voted: Yes

The measure having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and adopted this day of January 2, 2024.

D. Lynn Spruill
Mayor, City of Starkville, Mississippi

Attested:

Lesa Hardin, City Clerk

4. CONSIDERATION OF LOWEST QUOTE FOR TAXIWAY CRACK SEAL FROM SUNBELT SEALING, INC. IN THE AMOUNT OF \$66,000.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 2, 2024 Official Agenda, and to accept items for consent, whereby the “approval of lowest quote for taxiway crack seal from Sunbelt Sealing, Inc. in the amount of \$66,000.00” is enumerated, this consent item is thereby approved.

Two quotes received: Sunbelt Sealing, Inc. - \$66,000.00 and A-1 Sealing, Inc. - \$76,300.00

5. CONSIDERATION OF APPROVING THE ENGINEERING SERVICES AGREEMENT WITH ATWELL & GENT, P.A. FOR THE ELECTRICAL REDESIGN OF THE HIGHWAY 182 REVITALIZATION PROJECT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 2, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the engineering services agreement with Atwell & Gent, P.A. for the electrical redesign of the Highway 182 Revitalization Project” is enumerated, this consent item is thereby approved. The agreement follows this page.

6. CONSIDERATION OF APPROVAL OF NEEL-SCHAFER, INC. AS THE PREFERRED CONSULTANT TO PROVIDE PROFESSIONAL SERVICES FOR THE STARK ROAD AND HOSPITAL ROAD EXTENSION PROJECT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 2, 2024 Official Agenda, and to accept items for consent, whereby the “approval of Neel-Schaffer, Inc. as the preferred consultant to provide professional services for the Stark Road and Hospital Road Extension Project” is enumerated, this consent item is thereby approved.

7. CONSIDERATION TO DECLARE LISTED ITEMS AS SURPLUS PROPERTY AND SELL TO THE HIGHEST BIDDER ON GOVDEALS, DISCARD OR SELL DIRECTLY TO A SCRAP DEALER.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 2, 2024 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.

Fire:

Sprint truck 2	VIN 2502	GMC	Sierra	2005
E31	VIN 7332	International	4900	1997
FD7	VIN 8534	Ford	F150	2002
T - White	VIN 9087	Ford	Crown Vic	2003
Sprint truck 1	VIN 9523	GMC	Sierra	2005
Engine 4 (MSU)	VIN 7865	FMC		

Sanitation:

2002 Dodge Durango 1B4HR38N82F164006
Kubota Tractor Model 1085HC Serial 50124

Park Department:

2014 Dodge Ram VIN 3679

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT entered into by and between the **CITY OF STARKVILLE**, Starkville, Mississippi, hereinafter designated as the OWNER, and **ATWELL & GENT, P.A.**, Starkville, Mississippi, hereinafter designated as the ENGINEER.

WHEREAS: The OWNER contemplates removing, relocating, and replacing existing overhead 69 kV transmission and 13 kV distribution facilities and constructing replacement overhead 69 kV facilities and replacement overhead and underground 13 kV facilities ("FACILITIES") for the Highway 182 Revitalization Project ("PROJECT"), and;

WHEREAS: The OWNER contemplates furnishing all major materials ("MATERIALS") required to construct FACILITIES for the PROJECT, and;

WHEREAS: Certain engineering services are required in the investigation, planning and construction of FACILITIES, and;

WHEREAS: Certain engineering services are required in the investigation, planning, specification, and procurement of MATERIALS, and;

WHEREAS: The OWNER does hereby employ the ENGINEER to furnish the aforesaid engineering services,

NOW THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE 1 SCOPE OF WORK

Plans and Material Request for Bids from the last re-bid will essentially remain the same with the following exceptions:

1. Underground east-west ductbanks will be placed in the southernmost lane between switchgear units, cable junction enclosures, and riser poles. Work will be coordinated with revised utility plans developed by Kimley-Horn.
2. Pay items will be modified where practicable as requested by the OWNER and its Construction Manager for the project.

ARTICLE 2 ENGINEERING & CONSULTING SERVICES

The ENGINEER AGREES, in consideration of payments to be made by the OWNER, as hereinafter set out, to render diligently and competently the engineering and consulting services described as follows:

ITEM #1: DESIGN PHASE

Using available records, reports, as-built drawings, and other information furnished by the OWNER, the ENGINEER shall:

1. Prepare drawings, specifications, and Contract Documents for the purpose of awarding a single contract for the furnishing of labor, incidental materials, and equipment necessary for the construction of the FACILITIES on the OWNER's site.

2. Prepare bidding documents for the purpose of taking bids for MATERIALS for the PROJECT. These MATERIALS shall be purchased by the OWNER for construction of FACILITIES.
3. Provide OWNER final estimates of probable costs for all work included in the completed drawings, specifications, and Contract Documents.

ITEM #2: BID PHASE

The ENGINEER shall furnish copies of plans, specifications, and Contract Documents for construction of FACILITIES to prospective bidders as required. The ENGINEER shall evaluate the bids received for construction of FACILITIES and shall make recommendations as to the best bid for the Project.

The ENGINEER shall furnish copies of plans and specifications for MATERIALS required for construction of FACILITIES to prospective bidders as required. The ENGINEER shall evaluate the bids received for MATERIALS and shall make recommendations as to the best bid for the PROJECT.

ARTICLE 3 OWNER'S RESPONSIBILITY

THE OWNER agrees, in consideration of the services to be performed by the ENGINEER, as hereinbefore set out to:

1. Allow ENGINEER sufficient time for design services. Refer to ARTICLE 6, SCHEDULE.
2. Pay the costs of any legal advertisements which may be necessary in advertising the project for taking bids for construction of FACILITIES and for MATERIALS required for construction of FACILITIES for the PROJECT.

ARTICLE 4 PAYMENTS

Based upon which of the following Design Options is selected by the OWNER, in PAYMENT for the services hereinbefore described under ARTICLE 2, ENGINEERING & CONSULTING SERVICES, the OWNER agrees to pay and does allow the ENGINEER one of the following amounts:

ITEM #1: DESIGN PHASE

The sum of FORTY-EIGHT THOUSAND DOLLARS (\$48,000.00).

The fee shall be due and payable upon delivery to the OWNER of all Contract Documents necessary for taking bids for construction of FACILITIES and for MATERIALS required for construction of FACILITIES for the PROJECT.

ITEM #2: BID PHASE

The sum of TEN THOUSAND FOUR HUNDRED DOLLARS (\$10,400.00).

The fee shall be payable upon delivery to the OWNER of a tabulation of the bids received for construction of FACILITIES and for MATERIALS required for construction of FACILITIES for the PROJECT.

ARTICLE 5 BILLING

Charges are computed based on the above rates using only hours spent directly on this project. The rates are complete and include all charges. The ENGINEER will submit an invoice to the OWNER each month for all compensation due for services performed hereunder for the preceding month. OWNER shall inspect and make payment within forty-five (45) days of its approval of the invoice or otherwise in accordance with the Timely Payment of Purchases by Public Bodies [Section 31-7-301, et sequential, Mississippi Code of 1972].

ARTICLE 6 SCHEDULE

ENGINEER shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided below and are hereby agreed to be reasonable.

1. Forty-five (45) days from the day the OWNER issues the ENGINEER in writing a Notice to Proceed with Work.

If, through no fault of ENGINEER, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services shall be adjusted equitably.

If OWNER authorizes changes in the scope, extent, or character of the Project, then the time for completion of ENGINEER's services, and the rates and amounts of ENGINEER's compensation, shall be adjusted equitably.

OWNER shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the ENGINEER's performance of its services.

ARTICLE 7 ARBITRATION

All claims, disputes, and other matters in question, arising out of, or relating to, this agreement or the breach of this agreement shall be decided by arbitration in accordance with Sections 11-15-101, et sequential, Mississippi Code of 1972. The arbitration shall be conducted as provided by said Sections 11-15-101, et sequential, and this agreement to arbitrate shall be specifically enforceable as provided therein.

ARTICLE 8 SUCCESSORS AND ASSIGNS

This agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties, but not including third-party beneficiaries not specifically named within this agreement.

ARTICLE 9 ASSIGNMENT

Except as provided above, neither party shall assign nor transfer any interest in this agreement without the prior, express, and written consent of the other.

ARTICLE 10 NO PERSONAL LIABILITY

Nothing in this agreement shall create on behalf of the ENGINEER any supervisory responsibility for the installation and implementation of any facilities to be constructed and services therein. Any work done regarding construction of facilities and services therein, whether by OWNER or by independent contractors, is not under the authority or the supervision of the ENGINEER, its officers and/or agents. The ENGINEER's duties are limited to those as outlined in this agreement. Nothing in this agreement shall be construed as giving any rights or benefits under this agreement to anyone other than the named parties.

ARTICLE 11 NO WAIVER

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

ARTICLE 12 GOVERNING LAW

This agreement shall be governed by, construed, and enforced in accordance with the laws of Mississippi.

ARTICLE 13 SEVERABILITY

The invalidity of any portion of this agreement shall not be deemed to affect the validity of any other provision. If any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

ARTICLE 14 ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement in writing.

ARTICLE 15 MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

ARTICLE 16 FORCE MAJEURE

Neither party to this agreement shall be liable to the other for any loss, cost, or damages, arising out of, or resulting from, any failure to perform in accordance with the terms of this agreement where the cause of such failure shall include, but not be limited to, acts of God, strikes, lockouts, or other industrial disturbances, wars, whether declared or undeclared, blockades, insurrections, riots, governmental action, explosions, fire, floods, or any other cause not within the reasonable control of either party.

ARTICLE 17 NOTICES

Any notice provided for or concerning this agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail to the respective address of each party as set forth within this agreement.

ARTICLE 18 GENERAL CONSIDERATIONS

ENGINEER shall not be responsible for the acts or omissions of any contractor, any subcontractor, or any of the OWNER's subcontractor's agents or employees or any other person performing any work under a construction contract.

The ENGINEER's estimate of costs is the opinion of the ENGINEER of the probable construction cost on the date the estimate and is supplied as a guide only. Since the ENGINEER has no control over the cost of labor and materials or over competitive bidding and market conditions, the ENGINEER does not guarantee the accuracy of such opinion as compared to contractor bids or actual cost to the OWNER.

The ENGINEER shall carry Professional Liability Insurance with limits of liability of \$2,000,000.00 for the duration of this Agreement. ENGINEER shall provide OWNER with a Certificate of Insurance indicating that the insurance is in effect. ENGINEER shall notify OWNER thirty (30) days prior to cancellation of this insurance.

The ENGINEER will perform engineering services in accordance with generally accepted engineering practices and makes no warranty, either expressed or implied, as part of this Agreement.

The ENGINEER does not guarantee the performance or safety of materials and equipment provided by any construction contractors or materialmen.

This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event this Agreement should be terminated by the OWNER, the ENGINEER shall be paid his compensation for services performed prior to receipt of written notice of such termination. In all cases where termination has resulted due to one party failing substantially to perform in accordance with the terms of this Agreement, such party will remain liable to the other for all damages incurred as a result of breach of this Agreement.

The Agreement may be terminated by either party upon seven days' written notice should either party be unable to substantially perform in accordance with its terms due to circumstances beyond the control of the parties. In event of such termination, neither party will remain liable to the other for damages incurred as a result of such termination.

Plans and specifications, as instruments of service, are and shall remain the property of the ENGINEER, whether the project for which they are made is executed or not. The OWNER shall be permitted to retain copies, including reproducible copies of plans and specifications for information and reference in connection with the OWNER's use and occupancy. The plans and specifications shall not be used by the OWNER on other projects, for additions to this project, or for completion of this project by others except by agreement in writing and with appropriate compensation to the ENGINEER providing that the ENGINEER is not in default under this Agreement.

The ENGINEER agrees that for a period of three (3) years following completion of this Agreement, the OWNER, shall have access to any books, documents, papers, and records of the ENGINEER that are directly pertinent to the project set forth in this Agreement, for the purpose of making audit, examination, excerpts, and transcriptions.

ARTICLE 19 EFFECTIVE DATE

The effective date of the contract shall be considered the date of signing of this Agreement by both the parties.

ARTICLE 20 SIGNATURES

IN WITNESS WHEREOF, we have hereunto set our hands and seals the date(s) shown below.

WITNESS

Lesa Hardin

OWNER

CITY OF STARKVILLE

By: 

Name: D. Lynn Spruiell

Title: Mayor

Date: 1.2.2024

ENGINEER

WITNESS:

Joseph Z. Bowman

ATWELL AND GENT, P.A.

By: 

Name: Jeffrey Atwell

Title: President

Date: 12/21/2023

8. CONSIDERATION TO HIRE BONNIE BRUMLEY-EDWARDS AS A PERMIT TECHNICIAN IN THE COMMUNITY DEVELOPMENT DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 2, 2024 Official Agenda, and to accept items for consent, whereby the “approval to hire Bonnie Brumley-Edwards as a Permit Technician in the Community Development Department” is enumerated, this consent item is thereby approved.

9. CONSIDERATION TO HIRE DONTAVIOUS HOWARD AS COMMERCIAL DRIVER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 2, 2024 Official Agenda, and to accept items for consent, whereby the “approval to hire Dontavious Howard as Commercial Driver in the Sanitation & Environmental Services Department” is enumerated, this consent item is thereby approved.

10. CONSIDERATION TO HIRE TREVON OUTLAW AND DARIAN KING AS SANITATION WORKERS IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 2, 2024 Official Agenda, and to accept items for consent, whereby the “approval to hire Trevon Outlaw and Darian King as Sanitation Workers in the Sanitation & Environmental Services Department” is enumerated, this consent item is thereby approved.

11. CONSIDERATION TO APPROVE THE REVISED PERSONNEL MANUAL FOR THE CITY OF STARKVILLE EFFECTIVE JANUARY 3, 2024.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 2, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the revised Personnel Manual for the City of Starkville” is enumerated, this consent item is thereby approved.

12. CONSIDERATION OF CANCELING THE REMAINDER OF THE CONSTRUCTION ADMINISTRATION CONTRACT WITH KIMLEY HORN FOR THE NEEDMORE CENTER.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 2, 2024 Official Agenda, and to accept items for consent, whereby the “approval of canceling the remainder of the construction administration contract with Kimley Horn for the Needmore Center” is enumerated, this consent item is thereby approved.

13. APPROVAL OF THE PROFESSIONAL SERVICES CONTRACT WITH ARCHITECTONICS, PLLC IN THE AMOUNT \$10,000 FOR THE NEEDMORE CENTER PROJECT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 2, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the professional services contract with Architectonics, PLLC in the amount \$10,000 for the Needmore Center Project” is enumerated, this consent item is thereby approved.

14. CONSIDERATION OF WORK AUTHORIZATION 24-01 WITH CLEARWATER CONSULTANTS, INC. TO PROVIDE ENGINEERING SERVICES FOR THE INFLUENT PUMP STATION REHABILITATION.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 2, 2024 Official Agenda, and to accept items for consent, whereby the “approval of Work Authorization 24-01 with Clearwater Consultants, Inc. to provide engineering services for the Influent Pump Station Rehabilitation” is enumerated, this consent item is thereby approved.

The Work Authorization / Scope of Services follows this page.

15. CONSIDERATION TO ACCEPT EMERGENCY AUTHORIZATION CONSISTENT WITH PRESIDENTIAL DETERMINATION NO. 2022-19 FROM HOWARD INDUSTRIES INC. TO PURCHASE TWO 100KVA TRANSFORMERS IN THE AMOUNT OF \$41,514.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 2, 2024 Official Agenda, and to accept items for consent, whereby the “approval to accept emergency authorization consistent with Presidential Determination No. 2022-19 from Howard Industries Inc. to purchase two 100KVA transformers in the amount of \$41,514.00” is enumerated, this consent item is thereby approved.

**EXHIBIT B – SCOPE OF SERVICES
STARKVILLE UTILITIES
CITY OF STARKVILLE
STARKVILLE, MISSISSIPPI**

WORK AUTHORIZATION Number 24-01

2024 Influent Wastewater Pump Station Improvements

PROJECT DESCRIPTION:

The OWNER intends to make improvements to the wastewater treatment facility main influent pump station. The improvements contemplated include a variety of equipment replacement, modification, rehabilitation and upgrade to the 42 year-old facility (hereinafter called the PROJECT) and is engaging the ENGINEER to perform services as specified herein.

SECTION I – BASIC SERVICES

A. 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 drawings as appropriate, determine the extent of the project.

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 detailed design contract drawings, specifications and contract documents for the design alternative selected.
3. Submit appropriate documents to state and federal agencies for approval as required.
4. Furnish to the OWNER copies of drawings, specifications, reports, estimates and contract documents.

B. BID PHASE: During the Bid Phase, the ENGINEER shall provide the following services:

1. Assist the OWNER in securing bids, tabulation and analysis of bid results.
2. Assist the OWNER in preparation of contract documents for the award of construction contracts.

C. CONSTRUCTION PHASE: During the Construction Phase, the ENGINEER shall provide the following services:

1. Consult with and advise the OWNER and act as his representative as provided in the approved construction specifications and contract documents.
2. Make visits to the site at various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of contractor(s) and to determine in general if such work is proceeding in accordance with the contractor's schedule. ENGINEER shall not be required by this provision to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work.

3. Check shop drawings and other submissions of the contractor for compliance with the design concepts and specification requirements within 7 business days from receipt.
4. Review laboratory, shop and mill test reports and prepare a tabulation or summary of laboratory test results to assist the OWNER in monitoring the quality of construction.
5. Recommend to OWNER change orders and/or supplemental agreements to the construction contract incidental to a change in field conditions or changes to the project design. Prepare estimate of cost or savings from proposed order, prepare change order along with basis for recommendation, obtain unit price quotations from construction contractor for change order work, make recommendations to OWNER regarding contractor unit prices for change order work and assist the OWNER in negotiating with the contractor to arrive, if possible, at an appropriate compensation resulting from the proposed revisions. The ENGINEER is not required by this provision to accomplish extensive design revisions and drawings resulting from a change in project scope initiated by the OWNER or major changes in design concept previously accepted by the OWNER where changes are due to causes beyond the ENGINEER'S control, without due compensation.
6. Advise the OWNER of needed special services (Section II) and assist the OWNER in the acquisition of such services as appropriate.
7. Check and certify the accuracy of partial and final payment due to contractors based upon the field measurement of completed work.
8. From information provided by the resident project representative and surveys made under special services or by others, compute final quantities of work completed by contractors on the project.
9. Make a final inspection with OWNER and government representatives of the completed work and provide a report of ENGINEER'S recommendation regarding contractor's final payment.
10. Prepare final project report explaining significant features of the project, such as large variances in quantities, construction time, recommendations regarding liquidated damages, etc.
11. The ENGINEER shall not be responsible for the acts or omissions of any contractor, or subcontractor, or any of the contractor(s)' or subcontractor(s)' agents or employees or any other persons (except ENGINEER'S own employees and agents) at the site or otherwise performing any of the contractor(s)' work; however, nothing contained herein shall be construed to release the ENGINEER from liability for failure to properly perform duties undertaken by the ENGINEER under this Agreement.
12. Provide assistance with project close out including preparation of a "Summary and Distribution of Project Costs".
13. Record Drawing preparation.

SECTION II – 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.
- C. Examine all studies, report, sketches, estimates, specification, drawings, proposals, and other documents presented and recommended by the ENGINEER and render decisions pertaining thereto within a reasonable time so as not to delay the work of the ENGINEER.

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill wished everyone a good 2024.

BOARD OF ALDERMEN COMMENTS:

Alderwoman Sistrunk encouraged anyone thinking of running for Alderman in Ward 1 to contact City Hall.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, thanked the Sanitation Department for publishing a clear pickup schedule throughout the past holidays. He noted the public is anxious for the Needmore Center to be completed.

Patti Drapela, Ward 4, encouraged everyone to attend the Dr. Martin Luther King Jr. Day events on Monday, January 15, 2024. The march will begin on Washington Street and conclude at Unity Park with keynote speaker JoHelen Walker, the newly elected Oktibbeha County Tax Collector / Assessor.

Chris Taylor noted the two honorees at the Unity Park are George Washington Childs and Earnest Jones and encouraged all to attend.

PUBLIC APPEARANCE:

DR. GRANT ARINDER – BRIDGEWAY CHURCH (405 N JACKSON) PARKING LOT

Dr. Arinder presented a history of the formation of Bridgeway Church which was a combination of Calvary and Community Churches. The church began preparing a vacant lot with leveling, gravel, etc. for additional parking prior to obtaining the proper permits. A stop work order has been placed on the property at this time. Dr. Arinder requested a waiver of the stop work order so the parking lot can be completed while working through the required permitting process.

16. CONSIDERATION TO AMEND THE AGENDA TO ALLOW POTENTIAL LOT TO BE CLEANED UP AND TEMPORARY LIFT OF THE STOP WORK ORDER.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Beatty, to amend the agenda to allow the potential lot to be cleaned and a temporary lift of the stop work order, the Board voted as follows:

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

The Mayor declared a tie vote and voted Nay to the motion. The motion having not passed, the Mayor noted the process will be expedited as quickly as possible as the permit application is received. The planning department will work with the Church to help them obtain the proper applications and permits.

PUBLIC HEARINGS:

PUBLIC HEARING AND CONSIDERATION OF VA 23-13: A REQUEST FOR A VARIANCE FROM SEVERAL REQUIREMENTS OF THE ACCESS MANAGEMENT POLICY FOR WALMART LOCATED AT 1010 MISSISSIPPI HIGHWAY 12 WEST IN A C ZONING DISTRICT.

Assitant City Planner Lyle McCaskey presented VA 23-13 a request for a variance from several requirements of the access management policy for Walmart located at 1010 Mississippi Highway 12 West in a C zoning district. The applicant, Benton Bilello on behalf of Walmart Inc., is seeking a variance from several requirements of the access management policy for Walmart located at 1010 Mississippi Highway 12 West in C (commercial) zoning district with the property #103I-00-005.00. The applicant is proposing several renovations and improvements to the building and site. Walmart's proposed renovations and improvements trigger the nonconformity clauses of Section 3.17, requiring the entire site to be updated to current code standards. The requested variance is from four requirements of Chapter 4 Access Management Policy of the City of Starkville's Standards of Design & Specifications. The applicant requests relief from sections 13.01.C, 13.01.G, and 13.01.H of the Unified Development Code.

Mayor Spruill opened the Public Hearing. There being no comments from the general public, the Mayor closed the Public Hearing. The applicant, Benton Bilello on behalf of Walmart Inc., was present for questions also.

17. CONSIDERATION TO APPROVE VA 23-13: A REQUEST FOR A VARIANCE FROM SEVERAL REQUIREMENTS OF THE ACCESS MANAGEMENT POLICY FOR WALMART LOCATED AT 1010 MISSISSIPPI HIGHWAY 12 WEST IN A C ZONING DISTRICT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Beatty, to approve VA 23-13: a request for a variance from chapters 13.01.C, 13.01.G, and 13.01.H of the City of Starkville's Standards of Design & Specifications for 1010 Mississippi Highway 12 West, the Board voted as follows:

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

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

18. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of December 22, 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 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	\$ 438,325.18
Airport Fund	015	24,718.21
Airport Restricted Fund	016	83,254.20
Sanitation / Environ Services	022	39,777.93
Capital Projects Fund	300	42,900.00
2022 GO Bonds	305	360.00
Parks Capital Project Fund (2023)	312	81,984.50
Public Improv Bonds - 2018	319	22,737.44
Park and Rec Tourism	375	7,779.86
Build Grant – MS 182 / MLK	377	199,756.56
Sub Total Before Utilities		\$ 941,593.88
Utilities Dept.	SED	483,249.18
Total Claims	Total	\$ 1,424,843.06

19. MOTION TO RECESS UNTIL JANUARY 16, 2024 @ 5:30 P.M. 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 January 16, 2024 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

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 6th DAY OF FEBRUARY, 2024.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK