

**MINUTES OF THE REGULAR MEETING  
OF THE MAYOR AND BOARD OF ALDERMEN  
The City of Starkville, Mississippi  
February 6, 2024**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on February 6, 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, 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. Alderman Beatty requested Mayor's Business IX. A. RAISE Grant application be removed from consent. There being no additional changes, the Mayor called for a motion to approve the agenda with consent items as amended.

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

Alderman Beatty offered a motion, duly seconded by Alderman Vaughn, to approve the February 6, 2024 Official Agenda. The Board voted as follows:

|                            |               |
|----------------------------|---------------|
| Alderman Sandra Sistrunk   | Voted: Yea    |
| Alderman Jeffrey Rupp      | Voted: Absent |
| Alderman Mike Brooks       | Voted: Absent |
| 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, FEBRUARY 6, 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 JANUARY 2, 2024 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.**

**CONSIDERATION OF THE MINUTES OF THE JANUARY 12, 2024 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.**

CONSIDERATION OF THE MINUTES OF THE JANUARY 16, 2024 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE JANUARY 17, 2024 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

**V. ANNOUNCEMENTS AND COMMENTS**

**A. MAYOR’S COMMENTS:**

Reminder to the Registered Voters of Ward 1 that the Special Election will be held Tuesday, February 13, at the Starkville Sportsplex Annex Building, 405 Lynn Lane, 7 am to 7 pm.

**B. BOARD OF ALDERMEN COMMENTS:**

**VI. CITIZEN COMMENTS**

**VII. PUBLIC APPEARANCES**

**VIII. PUBLIC HEARINGS**

A. FIRST PUBLIC HEARING ON ADOPTING A SECURITY CAMERA ORDINANCE FOR RETAIL AND PROFESSIONAL CENTERS OF A CERTAIN SIZE.

B. PUBLIC HEARING AND CONSIDERATION OF VA 23-12: A REQUEST FOR A VARIANCE FROM WALL SIGN SIZE REQUIREMENTS FOR WALMART LOCATED AT 1010 MISSISSIPPI HIGHWAY 12 WEST IN A C ZONING DISTRICT.

C. PUBLIC HEARING AND CONSIDERATION OF SE 23-06: A REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR AN EXCEPTION FROM DEVELOPMENT STANDARDS RELATED TO THE FAÇADE COLORS AT 732 WHITFIELD STREET IN A CN ZONING DISTRICT.

D. PUBLIC HEARING AND CONSIDERATION OF VA 23-14: A REQUEST FOR A VARIANCE FROM STORMWATER REQUIREMENTS FOR 510 INDUSTRIAL PARK ROAD, IN AN I ZONING DISTRICT.

**IX. MAYOR’S BUSINESS**

A. CONSIDERATION OF A RESOLUTION SEEKING A NO MATCH 2024 RAISE GRANT FOR THE PURPOSES OF SUPPLEMENTING THE 2019 BUILD GRANT TO COMPLETE THE HIGHWAY 182 REDEVELOPMENT PROJECT.

B. REQUEST AUTHORIZATION TO APPROVE A STATE REQUIRED FIVE-YEAR FULL LOAD SAFETY TEST ON BOTH CITY HALL ELEVATORS FROM KONE CARE ELEVATOR IN THE AMOUNT OF \$ 9,751.00 AS PART OF THE MAINTENANCE CONTRACT WITH KONE.

**X. BOARD BUSINESS**

*THERE ARE NO ITEMS FOR THIS AGENDA*

## **XI. DEPARTMENT BUSINESS**

### **A. AIRPORT**

1. REQUEST APPROVAL FOR THE CLEARWATER CONSULTANTS, INC. WORK AUTHORIZATION NUMBER 24-01 FOR THE 2024 AIP PROJECT 3-28-0068-032-2024 FOR CLEARING, GRUBBING, SEEDING, MULCHING AND MISC. SITE WORK FOR RUNWAY EXTENSION.
2. REQUEST APPROVAL TO APPLY FOR A MDOT MULTI MODAL GRANT FOR A NEW HANGAR FOR THE PURPOSE OF LEASING IT TO UMMC AIRCARE AND DISASTER RESPONSE OPERATIONS AT GEORGE M. BRYAN FIELD WITH AN APPROXIMATE CITY MATCH OF \$53,340.00.

### **B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT**

1. CONSIDERATION OF TRAVEL FOR CITY PLANNER DANIEL HAVELIN TO ATTEND THE NATIONAL PLANNING CONFERENCE IN MINNEAPOLIS, MN, ON APRIL 13-16, 2024, WITH ADVANCED TRAVEL AND REGISTRATION COSTS NOT TO EXCEED \$2,600.00.

### **C. COURTS**

*THERE ARE NO ITEMS FOR THIS AGENDA*

### **D. ENGINEERING**

1. CONSIDERATION OF APPROVING THE AS-NEEDED PROFESSIONAL SERVICES AGREEMENT WITH THE GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT, INC. FOR GIS-RELATED SERVICES.
2. CONSIDERATION OF AMENDING THE OFFICIAL CITY OF STARKVILLE STREET MAP AND REGISTER.
3. CONSIDERATION OF APPROVING AMENDMENT #1 TO THE HIGHWAY 182 REVITALIZATION CONSTRUCTABILITY AND DESIGN REVIEW PROFESSIONAL SERVICES AGREEMENT WITH NEEL SCHAFFER, INC. NOT TO EXCEED \$15,000.00 FOR PREPARATION OF THE 2024 RAISE GRANT APPLICATION.

### **E. FINANCE AND ADMINISTRATION**

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JANUARY 29, 2024 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. CONSIDERATION OF FISCAL YEAR 2024 BUDGET AMENDMENTS EFFECTIVE 1.31.24.

### **F. FIRE DEPARTMENT**

*THERE ARE NO ITEMS FOR THIS AGENDA*

## G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE LEO MALDONADO AS AN INTERN FOR THE HUMAN RESOURCES DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE JIMMY PEE AS CERTIFIED POLICE OFFICER III IN THE STARKVILLE POLICE DEPARTMENT.
3. CONSIDERATION OF THE DISCIPLINE RECOMMENDED BY SANITATION DIRECTOR CHRIS SMILEY AS A RESULT OF I.A.#02062024 FOR A STARKVILLE SANITATION WORKER.
4. REQUEST AUTHORIZATION TO HIRE CHARLES WOODARD AS AN INTERN FOR THE STARKVILLE UTILITIES DEPARTMENT.
5. REQUEST AUTHORIZATION TO HIRE CHANDLER DYE AS APPRENTICE LINEMEN II, LADAVIOUS WILLIAMS AS APPRENTICE LINEMAN I, AND ROBERT ETHAN ROLLINS AS APPRENTICE LINEMAN I IN THE STARKVILLE UTILITIES DEPARTMENT.
6. REQUEST AUTHORIZATION TO HIRE KEMAR SIMS AS A NON-CERTIFIED FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.

## H. INFORMATION TECHNOLOGY

*THERE ARE NO ITEMS FOR THIS AGENDA*

## I. PARKS

1. CONSIDERATION OF APPROVING CHANGE ORDER #1 IN THE AMOUNT OF \$7,500.00 INCREASE TO PARADIGM CONTRACTORS, LLC FOR THE MCKEE PARK PICKLEBALL RESURFACING PROJECT.
2. CONSIDERATION OF APPROVING CHANGE ORDER #1 IN THE AMOUNT OF \$4,648.25 DEDUCTION TO MILLS CONTRACTING, LLC, FOR THE NEEDMORE COMMUNITY CENTER PROJECT.
3. CONSIDERATION OF ACCEPTING THE LOWER QUOTE FROM S&K DOOR AND SPECIALTY CO., INC. FOR THE ROLL-UP DOOR FOR THE SPORTSPLEX CENTER STORAGE ROOM IN THE AMOUNT OF \$8,975.00.
4. CONSIDERATION OF ACCEPTING THE LOWER QUOTE FROM TRIANGLE DRYWALL SUPPLY, INC. FOR FRAMING AND DRYWALL OF THE STORAGE ROOM WALL AT THE SPORTSPLEX CENTER IN THE AMOUNT OF \$12,772.00.
5. CONSIDERATION OF ACCEPTING THE LOWER QUOTE FROM DOSS ELECTRIC, LLC FOR THE SPORTSPLEX CENTER GYM DIVIDER CURTAIN INSTALLATION ASSISTANCE FOR A TOTAL OF \$ 55,132.00.
6. CONSIDERATION OF APPROVING THE LOWER QUOTE FROM COLUMBUS FENCE COMPANY, LLC FOR REPAIRING THE BASEBALL FIELD FENCE AT JL KING PARK IN THE AMOUNT OF \$ 5,015.00.

## J. POLICE DEPARTMENT

### 1. POLICE

- a. REQUEST APPROVAL TO EXTEND THE LEASE AGREEMENT WITH HARLEY-DAVIDSON OF CENTRAL MS FOR THREE (3) HARLEY DAVIDSON POLICE MOTORCYCLES @ \$350.00 PER MOTORCYCLE PER MONTH UNTIL APRIL 2025.

### 2. CODE ENFORCEMENT

- a. CALL FOR PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT **201 RUTH ROAD**, STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 159J-00-028.01, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT DEMOLITION COULD OCCUR.
- b. CALL FOR PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT **245 RUTH ROAD**, STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 159J-00-028.01, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT DEMOLITION COULD OCCUR.
- c. CALL FOR PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT **305 RUTH ROAD**, STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 159J-00-028.01, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT DEMOLITION COULD OCCUR.
- d. CALL FOR PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT **325 RUTH ROAD**, STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 159J-00-028.01, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT DEMOLITION COULD OCCUR.

## K. SANITATION DEPARTMENT

1. REQUEST APPROVAL FOR CONSIDERATION TO ADVERTISE FOR THE PURCHASE OF A STREET SWEEPER FOR THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT AND TO SELL THE 2007 INTERNATIONAL STREET SWEEPER.

## L. UTILITIES DEPARTMENT

1. CONSIDERATION OF APPROVAL OF CHANGE ORDER #4 FOR A PRICE INCREASE OF \$29,410.00 TO DNA FOR THE MAIN STREET WATER AND SEWER IMPROVEMENTS PROJECT FOR REPLACEMENT OF 12-INCH CONCRETE PAVEMENT.
2. REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS FOR THE CONSTRUCTION OF CITY OF STARKVILLE – STARKVILLE UTILITIES MAIN OFFICE GENERATOR.
3. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM MEYER UTILITY STRUCTURES FOR THE PURCHASE OF SEVEN CONCRETE POLES IN THE AMOUNT OF \$20,531.00.

4. CONSIDERATION TO APPROVE THE DRUG FREE WORKPLACE CERTIFICATION AND THE LOBBYING RESTRICTION CERTIFICATION AS PART OF THE ARC CONTRACT GRANT AGREEMENT FOR STARKVILLE WASTE WATER TREATMENT PLANT (WWTP) INFLUENT PUMP STATION REHABILITATION ADOPTED SEPTEMBER 19, 2023.

**XII. CLOSED DETERMINATION SESSION**

**XIII. OPEN SESSION**

**XIV. EXECUTIVE SESSION**

**XV. OPEN SESSION**

**XVI. RECESS UNTIL FEBRUARY 20, 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 – 35:**

**2. CONSIDERATION OF THE MINUTES OF THE JANUARY 2, 2024, REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.**

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 6, 2024 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the January 2, 2024 Regular meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

**3. CONSIDERATION OF THE MINUTES OF THE JANUARY 12, 2024 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.**

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 6, 2024 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the January 12, 2024 Work Session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

**4. CONSIDERATION OF THE MINUTES OF THE JANUARY 16, 2024 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.**

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 6, 2024 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the January 16, 2024 Recess meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

**5. CONSIDERATION OF THE MINUTES OF THE JANUARY 17, 2024 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.**

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 6, 2024 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the January 17, 2024 Recess meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

**6. CONSIDERATION TO APPROVE A STATE REQUIRED FIVE-YEAR FULL LOAD SAFETY TEST ON BOTH CITY HALL ELEVATORS FROM KONE CARE ELEVATOR IN THE AMOUNT OF \$ 9,751.00 AS PART OF THE MAINTENANCE CONTRACT WITH KONE.**

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 6, 2024 Official Agenda, and to accept items for consent, whereby the “approval of a State required five-year full load safety test on both City Hall elevators from Kone Care Elevator in the amount of \$ 9,751.00 as part of the maintenance contract with Kone” is enumerated, this consent item is thereby approved.

**7. CONSIDERATION FOR THE CLEARWATER CONSULTANTS, INC. WORK AUTHORIZATION NUMBER 24-01 FOR THE 2024 AIP PROJECT 3-28-0068-032-2024 FOR CLEARING, GRUBBING, SEEDING, MULCHING AND MISC. SITE WORK FOR RUNWAY EXTENSION.**

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 6, 2024 Official Agenda, and to accept items for consent, whereby the “approval of for the Clearwater Consultants, Inc. Work Authorization Number 24-01 for the 2024 AIP Project 3-28-0068-032-2024 for Clearing, Grubbing, Seeding, Mulching and Misc. Site Work at George M. Bryan Field for runway extension” is enumerated, this consent item is thereby approved. The work authorization follows this page.

**8. CONSIDERATION TO APPLY FOR A MDOT MULTI MODAL GRANT FOR A NEW HANGAR FOR THE PURPOSE OF LEASING IT TO UMMC AIRCARE AND DISASTER RESPONSE OPERATIONS AT GEORGE M. BRYAN FIELD WITH AN APPROXIMATE CITY MATCH OF \$53,340.00.**

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 6, 2024 Official Agenda, and to accept items for consent, whereby the “approval to apply for a MDOT Multi Modal Grant for a new hangar for the purpose of leasing it to UMMC AirCare and Disaster Response Operations for \$1,371,600 with a local match of \$152,400 at George M. Bryan Field” is enumerated, this consent item is thereby approved.

**9. CONSIDERATION OF TRAVEL FOR CITY PLANNER DANIEL HAVELIN TO ATTEND THE NATIONAL PLANNING CONFERENCE IN MINNEAPOLIS, MN, ON APRIL 13-16, 2024, WITH ADVANCED TRAVEL AND REGISTRATION COSTS NOT TO EXCEED \$2,600.00.**

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 6, 2024 Official Agenda, and to accept items for consent, whereby the “approval of travel for City Planner Daniel Havelin to attend the National Planning Conference in Minneapolis, MN, on April 13-16, 2024, with advanced travel and registration costs not to exceed \$2,600.00” is enumerated, this consent item is thereby approved.

**10. CONSIDERATION OF APPROVING THE AS-NEEDED PROFESSIONAL SERVICES AGREEMENT WITH THE GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT, INC. FOR GIS-RELATED SERVICES.**

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 6, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the as-needed professional services agreement with the Golden Triangle Planning and Development District, Inc. for GIS-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 24-01

#### 2024 AIP Project – Clearing, Grubbing, Seeding, Mulching and Misc. Site Work

Project Identification No. 3-28-0068-032-2024

Date: \_\_\_\_\_

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

#### Scope of Services

The Engineer shall provide Professional Services for the 2024 AIP Project which shall be comprised of clearing, grubbing, seeding, mulching, miscellaneous site work 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 240 days from the date of this agreement.

#### Compensation

1. Basic Services:

- |                                                                                                                                                                 |                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| (a) Grant pre-application, CATEX determination for a 7.5 acre portion of the project, final application and administrative                                      | Lump Sum of \$ 9,600 |
| (b) Preparation of drawings, specifications, contract documents, construction stormwater permit application, bidding, contract award, and construction services | Lump Sum of \$17,300 |

2. Special Services:

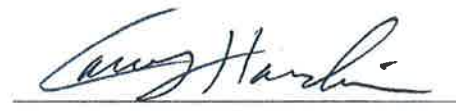
None Anticipated

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 24-01**

#### **2024 AIP Project – Clearing, Grubbing, Seeding, Mulching and Misc. Site Work**

##### **PROJECT DESCRIPTION:**

The OWNER intends to clear, grub, seed, mulch, perform miscellaneous site work and related improvements to select areas south and southeast of runway 18/36.

##### **SECTION I – BASIC SERVICES**

1. Consult with OWNER and state and federal government agencies as necessary to clarify and define the requirements for the project.
2. Perform a CATEX assessment for a 7.5 acre parcel to be cleared.
3. Prepare a Construction Storm Water Pollution Prevention Plan and Permit application to be submitted to MDEQ.
4. 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.

##### **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. Engineering Surveys (for design and construction) to include topographic surveys, base line surveys, cross section surveys, etc., as required and approved by the OWNER.
- C. Preparation of OWNER'S applications for partial and final payment for submission to government agencies.
- D. Reproduction of additional copies of reports, contract documents and specifications above the specified number furnished in Basic Services.

- E. 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.
- F. 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.
- G. 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.
- H. 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. 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.
- D. Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in 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.

### **SECTION IV – TITLE VI ASSURANCES**

During the performance of this Agreement, the ENGINEER, for itself, its assignees and successors in interest agree as follows:

- A. Compliance with Regulations. The ENGINEER shall comply with the Regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (hereinafter “DOT”), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the “Regulations”), which are hereinafter incorporated by reference and made a part of this contract.
- B. Non-Discrimination. The ENGINEER, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The ENGINEER shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of Regulations.

- C. Solicitations for Subcontracts, Including Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by the ENGINEER for work to be performed under a subcontract, including procurement of materials or leases of equipment, such potential subcontractor or supplier shall be notified by the ENGINEER of the ENGINEER's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
- D. Information and Reports. The ENGINEER shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of an engineer is in the exclusive possession of another who fails or refuses to furnish this information, the ENGINEER shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Non-Compliance. In the event of the ENGINEER's non-compliance with the non-discrimination provisions of this Agreement, the OWNER shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
1. Withholding of payments to the ENGINEER under the Agreement until the ENGINEER complies; and/or
  2. Cancellation, termination, or suspension of the Agreement in whole or in part.
- F. Incorporation of Provisions. The ENGINEER shall include the provisions of Paragraphs A through E of Section D.10. in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The ENGINEER shall take such action with respect to any subcontract or procurement as the OWNER or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event the ENGINEER becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the ENGINEER may request the OWNER, and, in addition, the ENGINEER may request the United States to enter into such litigation to protect the interests of the United States.
- G. DBE Assurances:
1. Policy. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have a maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.
  2. DBE Obligation. The ENGINEER agrees to ensure that DBE's participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, the ENGINEER shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. The ENGINEER or subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

**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<br>equivalent cost of<br>common carrier. |
| Lodging & Meals | Actual Cost                                                      |

|                                     |                   |
|-------------------------------------|-------------------|
| <b><i>Other Direct Expenses</i></b> | Actual Cost + 15% |
|-------------------------------------|-------------------|

**LETTER OF AGREEMENT FOR**  
**GIS AND CONSULTING SERVICES**

THIS AGREEMENT is entered into by and between the City of Starkville, Oktibbeha County, Mississippi, hereinafter referred to as the "CITY," and the Golden Triangle Planning and Development District, Inc. (a non-profit corporation organized and existing under the laws of the State of Mississippi), Starkville, Mississippi, hereinafter referred to as the "DISTRICT."

1. The CITY does hereby contract with the DISTRICT to perform professional GIS and technical services for: GIS SERVICES
2. The DISTRICT hereby agrees to perform the above services in a diligent and competent manner in accordance with the standards applicable to this work.
3. The CITY shall compensate the DISTRICT for professional services rendered (see attachment 1).
4. The DISTRICT will submit monthly or periodic invoices to the CITY requesting payment. Such requests will be based upon the amount and value of work and services performed by the DISTRICT and will be accompanied by an itemized statement of work performed. The CITY shall pay the DISTRICT the total amount of the invoice within thirty (30) days after receipt of the invoice. Nonpayment or payment less than the amount of the invoice within the specified time shall be cause for suspension of work by the DISTRICT.
5. The CITY may terminate or re-negotiate this letter of agreement at any time within written notification to the DISTRICT.
6. Any reports, information, data, memoranda, or documents in any form, electronic or otherwise, prepared or assembled by the DISTRICT under this agreement shall be the property of the CITY, even if remaining with the DISTRICT and the DISTRICT shall maintain confidentiality of such information unless specifically authorized in writing by the CITY through its Mayor or Attorney.

IN WITNESS WHEREOF the CITY and the DISTRICT have executed this Agreement this the 6<sup>th</sup> day of February, 2023

CITY: THE CITY OF STARKVILLE, MISSISSIPPI

BY: 

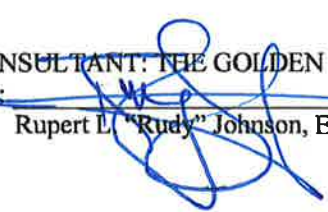
Lynn Spruill, Mayor

WITNESS: 

City Clerk (SEAL)



CONSULTANT: THE GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT, INC.

BY: 

Rupert L. "Rudy" Johnson, Executive Director

WITNESS: 

(SEAL)

## **GIS SERVICES**

**Attachment 1**

**Project Title:** GIS Services

**Purpose:** CITY to have access to the DISTRICT's GIS capabilities.

**Project Description:** GIS Services as needed

**Cost:** DISTRICT staff members' current rate.

## 11. CONSIDERATION OF AMENDING THE OFFICIAL CITY OF STARKVILLE STREET MAP AND REGISTER.

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 6, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the amendment of the Official City of Starkville Street Map and Register” is enumerated, this consent item is thereby approved.

## 12. CONSIDERATION OF APPROVING AMENDMENT #1 TO THE HIGHWAY 182 REVITALIZATION CONSTRUCTABILITY AND DESIGN REVIEW PROFESSIONAL SERVICES AGREEMENT WITH NEEL SCHAFER, INC. NOT TO EXCEED \$15,000.00 FOR PREPARATION OF THE 2024 RAISE GRANT APPLICATION.

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 6, 2024 Official Agenda, and to accept items for consent, whereby the “approval of Amendment #1 to the Highway 182 Revitalization Constructability and Design Review professional services agreement with Neel Schaffer, Inc. for preparation of the 2024 RAISE Grant Application” is enumerated, this consent item is thereby approved. The amendment follows the budget amendments.

## 13. APPROVAL OF FISCAL YEAR 2024 BUDGET AMENDMENTS EFFECTIVE 1.31.24.

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 6, 2024 Official Agenda, and to accept items for consent, whereby the “approval of Budget Adjustments for fiscal year 9-30-24 to be effective 1/31/24” is enumerated, this consent item is thereby approved.

|                                          |                                    | Debit   | Credit  |
|------------------------------------------|------------------------------------|---------|---------|
| <b>General Fund</b>                      |                                    |         |         |
| 001-123-720-250                          | A22HS347 Homeland Security Grant   | 41,000  |         |
| 001-195-951-953                          | Transfer Airport Cost Share        | 68,722  |         |
| 001-201-730-545                          | JAG "Hot Spot" 22HS2311            | 30,795  |         |
| 001-261-730-550                          | Firefighter Assistance Grant       | 140,909 |         |
| 001-000-253-072                          | JAG "Hot Spot" 21HS2311            |         | 75,948  |
| 001-000-253-075                          | A22HS347 HOMELAND SECURITY (IT)    |         | 41,000  |
| 001-000-253-076                          | FF Assistance Grant                |         | 140,909 |
| 001-000-230-076                          | 22HS347 - Homeland Security (Fire) |         | 20,000  |
| 001-000-206-049                          | TVA Tax Equivalent                 |         | 3,569   |
| <b>Fund 002 - Restricted Police Fund</b> |                                    |         |         |
| 002-251-918-805                          | Equipment, Vehicle, Capital        | 3,500   |         |
| 002-000-396-990                          | Beginning Fund Balance             |         | 3,500   |
| <b>Fund 015 - Airport</b>                |                                    |         |         |
| 015-000-276-105                          | MSU Airport Share                  |         | 58,904  |
| 015-000-276-111                          | City Airport Share                 |         | 68,721  |
| 015-000-276-115                          | Okt Co Airport Share               |         | 68,721  |
| 015-000-396-990                          | Beginning Fund Balance             | 148,584 |         |

|                                            |                                      |         |         |
|--------------------------------------------|--------------------------------------|---------|---------|
| 015-505-720-805                            | Cap Outlay-Grant Matching            | 47,762  |         |
| <b>Fund 016 - Airport</b>                  |                                      |         |         |
| 016-000-240-673                            | 3-28-0068-029-2023-FAA BIL AIG Grant | 194,645 |         |
| 016-000-240-674                            | 3-28-0068-029-2023 MDOT              | 16,389  |         |
| 016-000-250-685                            | MM-0068-1224 MDOT Multi-Modal        | 192,185 |         |
| 016-000-260-685                            | 3-28-0068-030-2023 FAA AIP Grant     | 150,000 |         |
| 016-000-260-690                            | 3-28-0068-030-2023 MDOT              | 8,333   |         |
| 016-515-600-392                            | MM-0068-1224 MDOT Multi-Modal        |         | 192,185 |
| 016-515-720-830                            | 3-28-0068-030-2023 FAA AIP Grant     |         | 150,000 |
| 016-515-720-835                            | 3-28-0068-030-2023 MDOT              |         | 8,333   |
| 016-515-730-670                            | 3-28-0068-029-2023 FAA               |         | 194,645 |
| 016-515-730-671                            | 3-28-0068-029-2023 MDOT              |         | 16,389  |
| <b>Fund 022 - Sanitation</b>               |                                      |         |         |
| 022-322-551-239                            | Garbage Bags                         | 42,560  |         |
| 022-322-820-882                            | Bankplus - 8 Yard Rear Loader        | 23,670  |         |
| 022-000-250-375                            | MDEQ Recycling Grant                 |         | 9,710   |
| 022-322-600-379                            | Landfill Fees                        |         | 56,520  |
| <b>Fund 120 - Modernization Use Tax</b>    |                                      |         |         |
| 120-300-912-861                            | Capital Expenses                     | 36,000  |         |
| 120-000-396-990                            | Beginning Fund Balance               |         | 36,000  |
| <b>Fund 300 - Capital Projects Fund</b>    |                                      |         |         |
| 300-000-600-338                            | Contract Services                    | 69,500  |         |
| 300-000-396-990                            | Beginning Fund Balance               | 32,500  |         |
| 300-000-912-808                            | Street Improvements                  |         | 54,500  |
| 300-000-354-612                            | Miscellaneous Revenue                |         | 2,750   |
| 300-000-948-857                            | Drainage Improvements                |         | 44,750  |
| <b>Fund 303 - Industrial Park Bond</b>     |                                      |         |         |
| 303-600-600-330                            | Ind Park Construction                | 12,000  |         |
| 303-000-396-990                            | Beginning Fund Balance               |         | 12,000  |
| <b>Fund 305 - Public Improvement Bonds</b> |                                      |         |         |
| 305-300-600-300                            | Professional Services                | 272,900 |         |
| 305-300-600-324                            | Inspection and Testing               | 8,000   |         |
| 305-600-912-800                            | 2023 Street Improvement              | 456,100 |         |

|                                                        |                                         |           |           |
|--------------------------------------------------------|-----------------------------------------|-----------|-----------|
| 305-000-340-600                                        | Interest - Investments                  |           | 2,000     |
| 305-000-396-990                                        | Beginning Fund Balance                  |           | 735,000   |
| <b>Fund 306 - 2022 Local Improvements Project Fund</b> |                                         |           |           |
| 306-000-396-990                                        | Beginning Fund Balance                  | 28,000    |           |
| 306-351-911-854                                        | J L King Field Lighting                 |           | 28,000    |
| <b>Fund 309 - American Relief Fund</b>                 |                                         |           |           |
| 309-316-911-925                                        | Main & Lampkin Water & Sewer            | 1,475,000 |           |
| 309-000-396-990                                        | Beginning Fund Balance                  |           | 1,475,000 |
| <b>Fund 311 - Main Street Corridor</b>                 |                                         |           |           |
| 311-656-912-850                                        | Construction                            | 500,000   |           |
| 311-000-396-990                                        | Beginning Fund Balance                  |           | 500,000   |
| <b>Fund 319 - Public Improvement Bonds 2018</b>        |                                         |           |           |
| 319-000-396-990                                        | Beginning Fund Balance                  | 50,000    |           |
| 319-600-948-854                                        | Drainage Improvements                   |           | 50,000    |
| <b>Fund 375 - Park &amp; Rec Tourism</b>               |                                         |           |           |
| 375-000-396-990                                        | Beginning Fund Balance                  | 65,000    |           |
| 375-551-990-990                                        | Ending Cash                             |           | 65,000    |
| <b>Fund 377 - Build Grant MS 182 / MLK Corridor</b>    |                                         |           |           |
| 377-318-912-850                                        | Construction and Paving                 | 175,000   |           |
| 377-000-396-990                                        | Beginning Fund Balance                  |           | 175,000   |
| <b>Fund 380 - Park Bonds 2020</b>                      |                                         |           |           |
| 380-551-600-945                                        | Cornerstone Professional Services       | 36,025    |           |
| 380-551-907-945                                        | Cornerstone - Phase 2 / 3 - T & M Steel |           | 36,025    |
| <b>Fund 700 - Stark/Hospital Road</b>                  |                                         |           |           |
| 700-300-600-300                                        | Professional Services                   | 40,000    |           |
| 700-000-396-990                                        | Beginning Fund Balance                  |           | 40,000    |

#### **14. CONSIDERATION TO HIRE LEO MALDONADO AS AN INTERN FOR THE HUMAN RESOURCES DEPARTMENT.**

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 6, 2024 Official Agenda, and to accept items for consent, whereby the “approval to hire Leo Maldonado as an Intern for the Human Resources Department” is enumerated, this consent item is thereby approved.

#### **15. CONSIDERATION TO HIRE JIMMY PEE AS CERTIFIED POLICE OFFICER III.**

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 6, 2024 Official Agenda, and to accept items for consent, whereby the “approval to hire Jimmy Pee as a Certified Police Officer III” is enumerated, this consent item is thereby approved.



January 22, 2024

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

REFERENCE: AMENDMENT NUMBER ONE TO HWY 182 REVITALIZATION  
PROJECT- CONSTRUCTIBILITY AND DESIGN REVIEW LETTER  
AGREEMENT: TO PREPARE AND SUBMIT 2024 RAISE GRANT  
APPLICATION

Dear Mr. Williams:

Provided herein is our proposal to prepare 2024 RAISE (Rebuilding America Infrastructure Sustainable and Equitable) for the proposed construction cost overruns of the 2018 BUILD Grant. A detailed scope of work is provided below:

Scope of Services:

- The application for funding assistance will be developed using the criteria established in the Notice of Funding Opportunity (NOFO) for the U.S. Department of Transportation's National Infrastructure Investments under the Consolidated Appropriations Act, 2021 that was issued in December 2023. The deadline for the application is February 28, 2024.
- The CONSULTANT will review available and pertinent information related to the 2024 RAISE Transportation Discretionary Grant Program and the proposed project scope of work.
- The CONSULTANT will collaborate with representatives of stakeholders to confirm the scope, goals, objectives and expected outcomes of the project. Through this collaboration, the CONSULTANT will develop a detailed statement of work and schedule. Probably cost estimates of the construction activities will be developed as part of the RAISE Grant application and separate documents to be used for other purposes. Information for the application will be vetted for accuracy and will be updated accordingly.
- The CONSULTANT will screen the proposed project against the program criteria for the RAISE Transportation Grant Program, considering such factors as project readiness, funding sources, and long-term outcomes. Based on this review, the CONSULTANT will develop a descriptive narrative to demonstrate the project's alignment with the criteria.
- CONSULTANT will prepare benefit cost and safety analysis in concert with NOFO of the USDOT.
- Based on information developed in the preceding subtasks, the CONSULTANT will prepare a single coherent Project Narrative document meeting the requirements for a 2024 RAISE Transportation Discretionary Grant application.
- The CONSULTANT will submit the draft final application package for review by City staff. After addressing all comments, the CONSULTANT will assist with City's submission of the online submittal of the final application package by the City through the GRANTS.GOV website in accordance with the deadline established by the USDOT for the 2024 RAISE Transportation Discretionary Grant program.

engineers | planners | surveyors | environmental scientists | landscape architects

P: 601.948.3071 | F: 601.948.3178

4450 Old Canton Road, Suite 100, Jackson, MS 39211

P.O. Box 22625, Jackson, MS 39225-2625

[www.neel-schaffer.com](http://www.neel-schaffer.com)



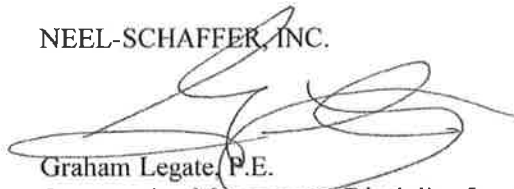
We propose to provide these services for a lump sum amount of \$15,000. Invoices may be submitted monthly, if applicable, and payment for our services will be due within 30 days of the invoice date and is not dependent on any factor except our ability to provide services in accordance with generally accepted standards of our profession. This grant application will be performed in accordance with the terms and conditions of the current Letter Agreement for the Hwy 182 Project.

This Letter Agreement includes the General Terms and Conditions attached in Exhibit "A".

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

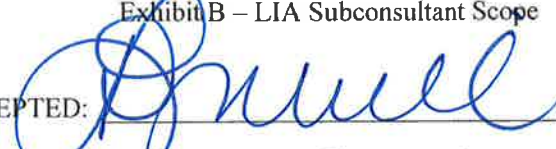
Sincerely,

NEEL-SCHAFFER, INC.

  
Graham Legate, P.E.  
Construction Management Discipline Leader

GWL:gwl

Attachments: Exhibit A - General Terms and Conditions  
Exhibit B - LIA Subconsultant Scope

ACCEPTED: 

PRINT NAME: B. Lynn Spruill

TITLE: Mayer

DATE: 2.6.2024



**EXHIBIT A**  
**GENERAL TERMS AND CONDITIONS**  
**PROFESSIONAL SERVICES**

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

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 A**  
**GENERAL TERMS AND CONDITIONS**  
**PROFESSIONAL SERVICES**

9. **Suspension of Services.** Client may, at any time, by written notice, suspend further services by Consultant. Upon receipt of such notice, Consultant shall take all reasonable steps to mitigate costs allocable to the suspended services. Client, however, shall pay all reasonable and necessary costs associated with such suspension including the cost of assembling documents, personnel and equipment, rescheduling or reassignment costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension. Consultant will not be obligated to provide the same personnel in the event the period of any suspension exceeds 30 days.
10. **Termination.** This Agreement may be terminated by either party upon 30 days' written to the other party. Upon such termination, Client shall pay Consultant for all services performed up to the date of termination. If Client is the terminating party, Client shall pay Consultant all reasonable cost and expenses incurred by Consultant in effecting the termination, including but not limited to non-cancellable commitments and demobilization costs, if any.
11. **Indemnification.** Consultant shall indemnify and hold harmless Client from and against those damages and costs (including reasonable attorneys' fees) that Client incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Consultant.
- To the fullest extent permitted by law, Client shall indemnify and hold harmless Consultant from and against those damages and costs (including reasonable attorneys' fees) that Consultant incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Client.
12. **Legal Proceedings.** In the event Consultant or its employees are required by Client to provide testimony, answer interrogatories, produce documents or otherwise provide information in relation to any litigation, arbitration, proceeding or other inquiry arising out of Consultant's services, where Consultant is not a party to such proceeding, Client will compensate Consultant for its services and reimburse Consultant for all related direct costs incurred in connection with providing such testimony or information. This provision shall not apply in the event Client engages Consultant to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.
13. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns;
- provided however, that neither party shall assign this Agreement in whole or in part without the prior written consent of the other party.
14. **Insurance.** Consultant agrees to maintain the following insurance coverage with the following limits of insurance during the performance of Consultant's work hereunder:
- (a) Commercial General Liability insurance with standard ISO coverage and available limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate;
  - (b) Automobile Liability insurance with standard ISO coverage and available combined single limits of \$1,000,000 per accident;
  - (c) Worker's Compensation insurance with limits as required by statute and Employer's Liability insurance with limits of \$1,000,000 per employee for bodily injury by accident/\$1,000,000 per employee for bodily injury by disease/\$1,000,000 policy limit for disease; and
  - (d) Professional Liability insurance covering Consultant's negligent acts, errors, or omissions in the performance of professional services with available limits of \$1,000,000 per claim and annual aggregate.
- Consultant shall provide evidence of procuring the above insurance coverages by delivering a certificate of insurance to Client prior to the start of Consultant's work and annually upon renewal of coverage. Consultant shall cause Client to be named as an additional insured on Consultant's commercial general liability policy, which shall be primary and noncontributory.
15. **Information Provided by the Client.** Consultant shall be entitled to rely upon, without liability, the accuracy and completeness of any and all information provided by Client, without the obligation of independent verification.
16. **Consequential Damages.** Neither Client nor Consultant shall be liable to the other or shall make any claim for any special, incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, loss of business or diminution of property value and shall apply regardless of legal theory such damages are alleged including negligence, strict liability, breach of contract and breach of warranty.
17. **Payment.** Unless agreed to otherwise, Consultant shall submit monthly invoices to the Client. Payment in full

**EXHIBIT A**  
**GENERAL TERMS AND CONDITIONS**  
**PROFESSIONAL SERVICES**

- shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the Consultant's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. If the Client fails to make payments; then Consultant, after giving seven (7) days written notice to the Client, may suspend services until the Client has paid in full all amounts due for services, expenses, and other related charges without recourse to the Client for loss or damage caused by such suspension. The Client waives any and all claims against the Consultant for any such suspension. Payment for Consultant's services is not contingent on any factor, except the Consultant's ability to provide services in a manner consistent with that Standard of Care. Payment of invoices shall not be subject to any discounts, set-offs or back-charges unless agreed to in writing by both parties. If the Client contests an invoice, the Client may withhold only that portion so contested and shall pay the undisputed portion, after the Client has notified Consultant in writing within 30 days of receiving the invoice and shall identify the specific cause of the disagreement and the amount in dispute.
18. **Force Majeure.** Neither Client nor Consultant shall be liable for any fault or delay caused by any contingency beyond their control, including but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. **Compliance with Laws.** To the extent they apply to its employees or its services, Consultant shall exercise due professional care to comply with all applicable laws, including ordinances of any political subdivisions or governing agencies.
20. **Invalid Terms.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding as if the unenforceable provisions were never included in the Agreement.
21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state where the services are performed.
22. **Dispute Resolution.** All disputes, controversies or claims, of whatever kind or character, between the Parties, their agents and/or principals, arising out of or in connection with the subject matter of this Agreement shall be litigated in a court of competent jurisdiction.
23. **Additional Services.** Consultant shall be entitled to an equitable adjustment of its fee for services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, Client's schedule, construction schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or other documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Consultant's control.
24. **Amendment.** This Agreement may only be amended in writing and where such amendment is executed by a duly authorized representatives of each party.
25. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Consultant hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
26. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.
27. **Nonwaiver.** No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.
28. **Identity of Project Owner.** Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Owner, shall provide to Consultant the Project Owner's full legal name; Project Owner's physical address; Project Owner's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Owner for the Project.
29. **Conflicting Terms.** In the event that there are multiple agreements with varying or conflicting terms and conditions between Client and Consultant, the terms and conditions contained in this Agreement shall supersede and have precedence over any other conflicting terms and conditions contained in any other written or oral agreement.
30. **Course of Dealing.** Client and Consultant agree that these General Terms and Conditions establish a course of dealing between them and shall apply to this and all

**EXHIBIT A**  
**GENERAL TERMS AND CONDITIONS**  
**PROFESSIONAL SERVICES**

other services, projects, agreements or dealings between the them, unless Client or Consultant gives the other written notice of objection to any term or condition before commencement of performance in connection with any other provision of services or projects involving the two of them.

31. **PROFESSIONAL SERVICES IN FLORIDA.** IN THE EVENT ANY PROFESSIONAL SERVICES ARE PROVIDED WITHIN THE STATE OF FLORIDA, IT IS EXPRESSLY AGREED BY THE PARTIES THAT AN INDIVIDUAL DESIGN PROFESSIONAL WHO IS AN AGENT OR EMPLOYEE OF CONSULTANT MAY NOT BE HELD PERSONALLY OR INDIVIDUALLY LIABLE FOR ANY DAMAGES RESULTING FROM NEGLIGENCE ARISING OUT OF CONSULTANT'S PERFORMANCE OF THIS AGREEMENT, AS PROVIDED IN FLORIDA STATUTES SECTION 558.0035, AS AMENDED.

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## **Exhibit B**

### **Benefit-Cost Analysis Scope of Work for Neel-Schaffer, Inc. – City of Starkville – RAISE FY24**

Local Impact Analytics shall prepare the Benefit-Cost Analysis (BCA) component of an application to the U.S. Department of Transportation for project funding assistance through Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program for FY24

For this effort, Local Impact Analytics shall complete the following tasks:

#### **TASK 1. DEVELOP BENEFIT-COST ANALYSIS**

This task shall include the BCA for the proposed project in accordance with the U.S. Department of Transportation's Benefit-Cost Analysis Guidance for Discretionary Grant Programs for FY24. The deliverables prepared under this task shall meet the format and content requirements for the RAISE FY24 Program as appropriate.

##### **TASK 1.1 – Organize project economic/financial data to prepare Benefit-Cost Analysis.**

Local Impact Analytics shall organize the information obtained under this subtask to provide an analysis of monetized benefits and costs over the project's life cycle, both "with" and "without" the project if applicable. This effort shall involve a comparison of upfront project costs versus expected benefits such as travel time savings, fuel savings, environmental benefits, safety benefits, reduced maintenance cost and other benefit types as outlined in the most recent Benefit-Cost Analysis Guidance for Discretionary Grant Programs from the U.S. DOT. Local Impact Analytics shall provide the required information regarding the BCA for the application narrative, technical appendix, and BCA Excel Workbook. Using the findings from the BCA, Local Impact Analytics shall estimate the associated impacts of the project to include in the application narrative.

*Task 1 Deliverables: Benefit-Cost Analysis Technical Memo, Benefit-Cost Analysis Workbook in Excel format, and other supporting information.*

#### **TASK 2. CONTRIBUTE NARRATIVE WRITING BASED ON THE FINDINGS OF THE BENEFIT-COST ANALYSIS**

Local Impact Analytics shall assist the grant writing team by contributing narrative and supporting graphics, reports, and/or images to incorporate the findings from the BCA into the merit criteria sections and the project narrative as a whole.

*Task 2 Deliverables: To be determined (within reason) based on the needs of the narrative team.*

**Exhibit B:**

**Proposed Fee Structure for Benefit-Cost Analysis - Neel-Schaffer,  
Inc. - City of Starkville - RAISE FY24**

The cost for this scope of work shall be a flat fee of \$10,500.00 based on the estimated efforts required to complete the tasks as described in Exhibit A. Local Impact Analytics shall invoice Neel-Schaffer, Inc. by the fifth (5<sup>th</sup>) business day following the completion of all tasks described in Exhibit A. Payment of these invoices shall be due within 30 days of transmitting said invoice.

**16. CONSIDERATION OF THE DISCIPLINE RECOMMENDED BY SANITATION DIRECTOR CHRIS SMILEY AS A RESULT OF I.A.#02062024 FOR A STARKVILLE SANITATION WORKER.**

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 6, 2024 Official Agenda, and to accept items for consent, whereby the “approval of discipline recommended by Sanitation Director Chris Smiley as a result of I.A.#02062024 for a Starkville Sanitation Worker” is enumerated, this consent item is thereby approved.

**17. CONSIDERATION TO HIRE CHARLES WOODARD AS AN INTERN FOR THE STARKVILLE UTILITIES DEPARTMENT.**

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 6, 2024 Official Agenda, and to accept items for consent, whereby the “approval to hire Charles Woodard as an Intern for Starkville Utilities” is enumerated, this consent item is thereby approved.

**18. CONSIDERATION TO HIRE CHANDLER DYE AS APPRENTICE LINEMEN II, LADAVIOUS WILLIAMS AS APPRENTICE LINEMAN I, AND ROBERT ETHAN ROLLINS AS APPRENTICE LINEMAN I IN THE STARKVILLE UTILITIES DEPARTMENT.**

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 6, 2024 Official Agenda, and to accept items for consent, whereby the “approval to hire Chandler Dye as Apprentice Linemen II, Ladavious Williams as Apprentice Lineman I, and Robert Ethan Rollins as Apprentice Lineman I in Starkville Utilities” is enumerated, this consent item is thereby approved.

**19. CONSIDERATION TO HIRE KEMAR SIMS AS A NON-CERTIFIED FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.**

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 6, 2024 Official Agenda, and to accept items for consent, whereby the “approval to hire Kemar Sims as a Non-Certified Firefighter” is enumerated, this consent item is thereby approved.

**20. CONSIDERATION OF APPROVING CHANGE ORDER #1 IN THE AMOUNT OF A \$7,500.00 INCREASE TO PARADIGM CONTRACTORS, LLC FOR THE MCKEE PARK PICKLEBALL RESURFACING PROJECT.**

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 6, 2024 Official Agenda, and to accept items for consent, whereby the “approval of Change Order #1 in the amount of a \$7,500 increase to Paradigm Contractors, LLS for the McKee Park Pickleball Resurfacing Project” is enumerated, this consent item is thereby approved. The Change Order follows this page.

**21. CONSIDERATION OF APPROVING CHANGE ORDER #1 IN THE AMOUNT OF A \$4,648.25 DEDUCTION TO MILLS CONTRACTING, LLC, FOR THE NEEDMORE COMMUNITY CENTER PROJECT.**

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 6, 2024 Official Agenda, and to accept items for consent, whereby the “approval of Change Order #1 in the amount of a \$4,648.25 deduction to Mills Contracting, LLC for the Needmore Community Center Project” is enumerated, this consent item is thereby approved. The Change Order follows the Paradigm Order.

# Change Order

## Change Order #1

Date of Issuance: 1/24/24

Effective Date: 2/7/24

|                                                     |                           |                               |
|-----------------------------------------------------|---------------------------|-------------------------------|
| Project: McKee Park Pickleball<br>Court Resurfacing | Owner: City of Starkville | Owner's Contract No.: 23031   |
| Contract: McKee Park Pickleball Court Resurfacing   |                           | Date of Contract: 10/26/23    |
| Contractor: Paradigm Contractors, LLC               |                           | Engineer's Project No.: 23031 |

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

#### Description:

Change Order #1 – Additional Grinding & Concrete Priming

**Reason for Change Order:** While preparing the slab for resurfacing, it appeared the existing concrete slab was never primed and finished properly when it was constructed. This explained why in the past, failures in the court paint would reappear within a few months of resurfacing. As such, additional grinding and priming of the entire slab was necessary to ensure a long-lasting product.

#### Attachments (list documents supporting change):

#### CHANGE IN CONTRACT PRICE:

Original Estimated Contract Price:

\$144,500.00

Increase from previously approved Contract to No. 1:

\$0.00

Contract Price prior to this Change Order:

\$144,500.00

Increase of this Change Order:

\$7,500.00

Contract Price incorporating Change Order:

\$152,000.00

#### CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): 90

Ready for final payment (days or date): 90

Increase from previously approved Change Orders to No. 1:

Substantial completion (days): 0

Ready for final payment (days): 0

Contract Times prior to this Change Order:

Substantial completion (days or date): 0

Ready for final payment (days or date): 0

Increase of this Change Order:

Substantial completion (days or date): 0

Ready for final payment (days or date): 0

Contract Times with all approved Change Orders:

Substantial completion (days or date): 90

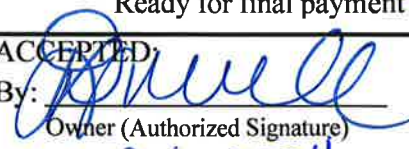
Ready for final payment (days or date): 90

RECOMMENDED:

By: \_\_\_\_\_  
Engineer (Authorized Signature)

Date: \_\_\_\_\_

ACCEPTED:

By:   
Owner (Authorized Signature)

Date: 2-6-2024

ACCEPTED:

By: \_\_\_\_\_  
Contractor (Authorized Signature)

Date: \_\_\_\_\_



# AIA Document G701 – 2017

## Change Order

**PROJECT:** *(Name and address)*  
Needmore Community Center  
610 E. Gillespie St., Starkville, MS 39759

**CONTRACT INFORMATION:**  
Contract For: General Construction  
Date: July 11, 2023

**CHANGE ORDER INFORMATION:**  
Change Order Number: 001  
Date: January 23, 2024

**OWNER:** *(Name and address)*  
City of Starkville  
110 West Main Street  
Starkville, MS 39759

**ARCHITECT:** *(Name and address)*  
Architectonics pllc  
300A Greensboro St, Starkville, MS  
39759

**CONTRACTOR:** *(Name and address)*  
Mills Contracting  
1085 Gluckstadt Road  
Bldg 300, Suite E  
Madison, MS 39110

### THE CONTRACT IS CHANGED AS FOLLOWS:

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

change all asphalt to concrete paving. Per attached PCO 2 labeled "Change order Request #2 Needmore Community Center".

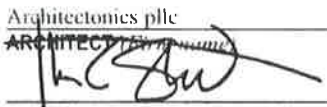
|                                                                          |                 |
|--------------------------------------------------------------------------|-----------------|
| The original Contract Sum was                                            | \$ 2,311,817.00 |
| The net change by previously authorized Change Orders                    | \$ 0.00         |
| The Contract Sum prior to this Change Order was                          | \$ 2,311,817.00 |
| The Contract Sum will be decreased by this Change Order in the amount of | \$ 4,648.25     |
| The new Contract Sum including this Change Order will be                 | \$ 2,307,168.75 |

The Contract Time will be unchanged by Zero (0) days.

The new date of Substantial Completion will be

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Architectonics pllc  
**ARCHITECT** *(Firm name)*  
  
**SIGNATURE**  
Thomas Stewart, AIA Architect, Owner  
**PRINTED NAME AND TITLE**  
January 23, 2024  
**DATE**

Mills Contracting  
**CONTRACTOR** *(Firm name)*  
  
**SIGNATURE**  
Whit Mills  
**PRINTED NAME AND TITLE**  
1-24-24  
**DATE**

City of Starkville  
**OWNER** *(Firm name)*  
  
**SIGNATURE**  
Lynn Spruill, Mayor  
**PRINTED NAME AND TITLE**  
2-6-2024  
**DATE**

**22. CONSIDERATION OF ACCEPTING THE LOWER QUOTE FROM S&K DOOR AND SPECIALTY CO., INC. FOR THE ROLL-UP DOOR FOR THE SPORTSPLEX CENTER STORAGE ROOM IN THE AMOUNT OF \$8,975.00.**

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 6, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the lower quote from S&K Door and Specialty Co., Inc. for the roll-up door for the Sportsplex Center Storage Room in the amount of \$8,975.00” is enumerated, this consent item is thereby approved.

Two quotes received: S & K - \$ 8,975.00 and Grenada Overheard Door - \$10,800.00

**23. CONSIDERATION OF ACCEPTING THE LOWER QUOTE FROM TRIANGLE DRYWALL SUPPLY, INC. FOR FRAMING AND DRYWALL OF THE STORAGE ROOM WALL AT THE SPORTSPLEX CENTER IN THE AMOUNT OF \$12,772.00.**

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 6, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the lower quote from Triangle Drywall Supply, Inc. for framing and drywall of the storage room wall at the Sportsplex Center in the amount of \$12,772.00” is enumerated, this consent item is thereby approved.

Two quotes received: Triangle Drywall - \$12,772.00 and Coleman - \$13,995.00

**24. CONSIDERATION OF ACCEPTING THE LOWER QUOTE FROM DOSS ELECTRIC, LLC FOR THE SPORTSPLEX CENTER GYM DIVIDER CURTAIN INSTALLATION ASSISTANCE FOR A TOTAL OF \$ 55,132.00.**

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 6, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the lower quote from Doss Electric, LLC for the Sportsplex Center Gym Divider Curtain Installation Assistance for a total of \$55,132.00” is enumerated, this consent item is thereby approved.

Two quotes received: Doss - \$55,132.00 and Moses Electric - \$61,500.00

**25. CONSIDERATION OF APPROVING THE LOWER QUOTE FROM COLUMBUS FENCE COMPANY, LLC FOR REPAIRING THE BASEBALL FIELD FENCE AT JL KING PARK IN THE AMOUNT OF \$ 5,015.00.**

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 6, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the lower quote from Columbus Fence Company, LLC for repairing the baseball field fence at JL King Park in the amount of \$5,015.00” is enumerated, this consent item is thereby approved.

Two quotes received: Columbus Fence - \$5,015.00 and Hester - \$6,300.00

**26. CONSIDERATION TO EXTEND THE LEASE AGREEMENT WITH HARLEY-DAVIDSON OF CENTRAL MS FOR THREE (3) HARLEY DAVIDSON POLICE MOTORCYCLES @ \$350.00 PER MOTORCYCLE PER MONTH UNTIL APRIL 2025.**

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 6, 2024 Official Agenda, and to accept items for consent, whereby the “approval to extend the lease agreement with Harley-Davidson of Central MS for three (3) Harley Davidson Police Motorcycles @ \$350.00 per motorcycle per month until April 2025” is enumerated, this consent item is thereby approved.

The lease follows this page.

## MOTORCYCLE LEASE CONTINUATION AGREEMENT

This Lease Agreement Continuation is made and entered into this the 6<sup>th</sup> day of February 2024, by and between Harley-Davidson of Central Mississippi, 3509 I-55 South, Jackson, Mississippi 39212, herein after referred to as "Dealer or Lessor, and The City of Starkville, herein after referred to as "the Office or Lessee", whose address is 110 West Main Street, Starkville, Ms. 39759 for the continued lease of (3) Harley Davidson Police Motorcycle(s), herein after referred to as "the vehicle(s)" for use by the Office/Lessee's authorized and licensed employees in the performance of their police related/law enforcement duties. An addendum hereto contains the vehicle Identification number(s) for the leased vehicle(s).

### WITNESSETH:

1. **TERM OF LEASE:** The term of this Lease Continuation shall be for a period of from April 22, 2024 and continue until April 21, 2025. Lessee shall have the right to extend the term of this Lease, provided that Lessor agrees, upon the same terms and conditions as provided herein. In the event the Lessee elects to exercise its option to renew the terms herein, then Lessee shall notify in writing of such intent no later than thirty (30) days prior to the end of this agreement. There would not be any warranty on these motorcycles in this time frame.

1.A Vehicle can also be purchased at the end of the lease.

2. **PAYMENT:** Lessee shall pay to Lessor at the above stated address a monthly lease payment for said vehicle(s) in the amount of Three Hundred Fifty dollars (\$350.00), per month per vehicle until the termination of this agreement. In the event the Lessee is subject to a budgetary constraint, Lessor would at said time consider an alternative payment plan upon written notice to Lessor by Lessee, and an explanation in writing of said budgetary constraints.

3. **MISCELLANEOUS:** Lessee agrees to pay for all official fees in connection with the certificate of title, registration and license fees and any applicable taxes for the leased vehicle(s). Lessor agrees to waive all charges with respect to freight and dealer prep of the vehicle(s) except those cost associated with the installation or removal of a police package, the cost of said package to be in the amount of \$ N/A per vehicle.

4. **MAINTENANCE, REPAIRS and OPERATING EXPENSES:** Lessee is responsible for and agrees to pay for all maintenance and repairs to keep the vehicles in good working order and condition and other expenses associated with operating the vehicle(s). Lessee agrees to service the vehicle(s) according to the vehicle(s) according to the manufacturer's recommendations as outlined in the owner's manual for the vehicle(s), and as requested by the manufacturer in any recall campaign. Lessee's use or repair of the vehicle(s) must not invalidate any warranty. There are no mileage restrictions placed on the leased vehicle(s). Any and all invoices or copies of the original invoices for services performed anywhere other

than the leasing dealer, must be presented to the leasing dealer within (7) working days of the invoice by fax or mail. The leasing dealer shall perform all warranty repairs.

5. **USE and SUBLEASING:** Lessee agrees the vehicle(s) (A) will be operated by authorized licensed drivers employed by the Lessee as law-enforcement officers; (B) will be keep free of all fines, liens and encumbrances; (C) will not be used illegally, improperly, for hire or contrary to the manufacturer's recommendations; and (D) will not be altered, marked or have equipment installed on them without Lessor's consent. Lessor does consent to have Lessee install police equipment and police decals, to be properly removed at the end of the lease term and the time of turn in of vehicles(s) at the sole expense of the Lessee.

6. **INSURANCE:** During the term of the Lease, Lessee must maintain public liability and physical damage insurance on the vehicle(s) that covers both Lessee and Lessor. Harley-Davidson of Central Mississippi, 3509 I-55 South, Jackson, Mississippi 39212, must be listed as Lienholder of each vehicle. Lessee agrees that the Department's own liability and personal injury protection insurance will provide primary insurance coverage up to its full policy limits. Lessor must be named as "additional Insured" and "loss payee" on Department's insurance policy. Lessee will provide Lessor with evidence of this insurance within (5) business days of the date of this lease agreement. Lessee's insurance policy must provide that Lessor will be notified in writing at least ten (10) days before the insurance is cancelled or coverage altered and that lessor, or its representatives, may have full access to any claim file in the event of an insurable loss.

7. **NOTICE of ACCIDENTS and COOPERATION:** Lessee agrees to cooperate fully with Lessor and any insurance company in the investigation and defense of any and all claims arising from their possession and use of the vehicle(s). Lessee will make a complete report to Lessor within 48 hours after any accident, theft, or loss involving the vehicle(s).

8. **INDEMNIFICATION:** Lessee agrees, to the extent permitted by state law, to indemnify and hold Lessor, its affiliates, assignees, officers, agents and employees harmless from all losses, liability, damages, injuries, claims, demands and expenses, including attorney's fees, arising out of the use of the vehicle(s) while in the care, custody or control of the Lessee.

Lessor agrees, to the extent permitted by state law, to indemnify and hold Lessee, its affiliates, assignees, officers, agents and employees harmless from all losses, liability, damages, injuries, claims, demands and expenses, including attorney's fees, arising out of the use of the vehicle(s) while in the care, custody or control of the Lessor when said vehicle(s) is being serviced and/or repaired by Lessor.

9. **LIMITATION of LIABILITY:** Lessor shall not be liable for any indirect or consequential damages or inconvenience which may result to Lessee from any damages to, or defect in, the vehicle(s) for the time needed to repair or service the vehicle(s). Monthly lease payments shall continue and not be reduced or delayed during this time.

**10. RETURN of THE VEHICLE(S):** At the end of the Lease, the Office/Lessee shall return the vehicle(s) to Lessor in good condition, without damage, excessive wear or use and with all original equipment installed by the manufacturer. The Office/Lessee shall pay any and all charges to return vehicle(s) to proper and safe condition as deemed necessary in the sole determination of the Lessor.

**11.** Vehicle(s) must be picked up and returned by Lessee, whose representative is authorized for signing for the pick up and return and/or repairs to vehicle(s).

**12.** The parties hereto agree that this agreement is entered into in the First Judicial District of Hinds County, Mississippi, and that all terms and conditions hereto shall be determined by the laws of the State of Mississippi, and in the event any term is declared null and void, the remainder of this agreement shall not be effected thereby.

**13.** The authorized representative of the Office/Lessee declares hereto that he/she is authorized to enter into this agreement on behalf of the Office/Municipality/Sheriff's Office, and/or State Agency entering into this agreement.

This the 6<sup>th</sup> day of February, 2024.

HARLEY DAVIDSON OF CENTRAL MISSISSIPPI

3509 I-55 SOUTH

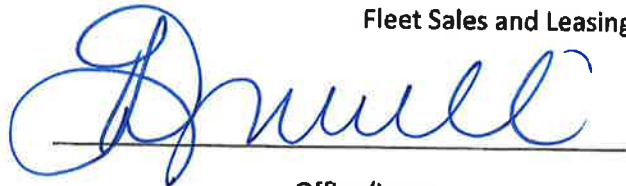
JACKSON, MS. 39212

601-372-5770

By: \_\_\_\_\_



Homer Orr, Manager Police/  
Fleet Sales and Leasing



Office/Lessee

By: D. Lynn Spruill

Title: Mayer - City of Starkville

**27. CONSIDERATION OF A CALL FOR PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 201 RUTH ROAD, STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 159J-00-028.01, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT DEMOLITION COULD OCCUR.**

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 6, 2024 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.

**28. CONSIDERATION OF A CALL FOR PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 245 RUTH ROAD, STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 159J-00-028.01, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT DEMOLITION COULD OCCUR.**

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 6, 2024 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.

**29. CONSIDERATION OF A CALL FOR PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 305 RUTH ROAD, STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 159J-00-028.01, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT DEMOLITION COULD OCCUR.**

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 6, 2024 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.

**30. CONSIDERATION OF A CALL FOR PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 325 RUTH ROAD, STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 159J-00-028.01, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT DEMOLITION COULD OCCUR.**

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 6, 2024 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.

**31. CONSIDERATION TO ADVERTISE FOR THE PURCHASE OF A STREET SWEEPER FOR THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT AND TO SELL THE 2007 INTERNATIONAL STREET SWEEPER.**

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 6, 2024 Official Agenda, and to accept items for consent, whereby the “approval to advertise for the purchase of a street sweeper for the Sanitation and Environmental Services Department and to sell the 2007 International street sweeper” is enumerated, this consent item is thereby approved.

**32. CONSIDERATION OF CHANGE ORDER #4 FOR A PRICE INCREASE OF \$29,410.00 TO DNA FOR THE MAIN STREET WATER AND SEWER IMPROVEMENTS PROJECT FOR REPLACEMENT OF 12-INCH CONCRETE PAVEMENT.**

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 6, 2024 Official Agenda, and to accept items for consent, whereby the “approval of Change Order #4 to DNA for a price increase of \$29,410.00 for the Main Street Water and Sewer Improvements Project for replacement of 12-inch concrete pavement” is enumerated, this consent item is thereby approved.  
The Change Order follows this page.

**33. CONSIDERATION TO ADVERTISE FOR BIDS FOR THE CONSTRUCTION OF CITY OF STARKVILLE – STARKVILLE UTILITIES MAIN OFFICE GENERATOR.**

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 6, 2024 Official Agenda, and to accept items for consent, whereby the “approval to advertise for bids for the construction of a Starkville Utilities main office generator” is enumerated, this consent item is thereby approved.

**34. CONSIDERATION OF THE LOWEST QUOTE FROM MEYER UTILITY STRUCTURES FOR THE PURCHASE OF SEVEN CONCRETE POLES IN THE AMOUNT OF \$20,531.00.**

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 6, 2024 Official Agenda, and to accept items for consent, whereby the “approval to accept the lowest quote from Meyer Utility Structures for the purchase of seven concrete poles in the amount of \$20,531.00” is enumerated, this consent item is thereby approved.

Two quotes received: Meyer Utility Structures - \$20,531.00 and SouthCon - \$22,008.00

**35. CONSIDERATION TO APPROVE THE DRUG FREE WORKPLACE CERTIFICATION AND THE LOBBYING RESTRICTION CERTIFICATION AS PART OF THE ARC CONTRACT GRANT AGREEMENT FOR STARKVILLE WASTE WATER TREATMENT PLANT (WWTP) INFLUENT PUMP STATION REHABILITATION ADOPTED SEPTEMBER 19, 2023.**

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 6, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the Drug Free Workplace Certification and the Lobbying Restriction Certification as part of the ARC Contract Grant Agreement for Starkville Waste Water Treatment Plant (WWTP) Influent Pump Station Rehabilitation adopted September 19, 2023” is enumerated, this consent item is thereby approved. The documents follow the DNA Change Order.

# Change Order

No. 4

Date of Issuance: 2/7/24

Effective Date: 2/7/24

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

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

Description:

12" Concrete Pavement

**Reason for Change Order:** Addition of line item for replacement of 12" concrete pavement

**Attachments (list documents supporting change):**

N/A

**CHANGE IN CONTRACT PRICE:**

Original Estimated Contract Price:

\$2,461,000.00

Increase from previously approved Contract to No. 4:

\$237,923.00

Contract Price prior to this Change Order:

\$2,698,923.00

Increase of this Change Order:

\$29,410.00

Contract Price incorporating Change Order:

\$2,728,333.00

**CHANGE IN CONTRACT TIMES:**

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): 240

Ready for final payment (days or date): 270

Increase from previously approved Change Orders to No. 4:

Substantial completion (days): 43

Ready for final payment (days): 43

Contract Times prior to this Change Order:

Substantial completion (days or date): 283

Ready for final payment (days or date): 313

Increase of this Change Order:

Substantial completion (days or date): 0

Ready for final payment (days or date): 0

Contract Times with all approved Change Orders:

Substantial completion (days or date): 283

Ready for final payment (days or date): 313

RECOMMENDED:

By: Mary Helmeris  
Project Manager (Authorized Signature)

Date: 2-7-24

ACCEPTED:

By: [Signature]  
Owner (Authorized Signature)

Date: 2-7-2024

ACCEPTED:

By: [Signature]  
Contractor (Authorized Signature)

Date: 2/7/24

**Grant Agreement  
Between  
Appalachian Regional Commission  
and  
City of Starkville**

**(Fiscal Agent for City of Starkville : Mississippi Development Authority)**

|                                                                       |                                                                                 |                                                                                                                                          |
|-----------------------------------------------------------------------|---------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| <b>ARC Contract Number:</b> MS-21497-2023                             |                                                                                 |                                                                                                                                          |
| <b>Project Title:</b> Starkville Influent Pump Station Rehabilitation |                                                                                 |                                                                                                                                          |
| <b>ADMINISTRATIVE/FISCAL AGENT:</b>                                   | Mississippi Development Authority<br>501 North West Street<br>Jackson, MS 39201 | <b>GRANTEE:</b><br>City of Starkville<br>110 W Main Street<br>Starkville, MS 39759-2822<br>Project Director: Mande Lewis<br>662-324-7860 |
| Fiscal Agent's EIN:                                                   | 64-6000736                                                                      | <b>ARC Project Coordinator:</b><br>Chris Brazell 202-884-7753                                                                            |
| Fiscal Agent Contact:                                                 | Tammy Shaffer<br>601-359-9298                                                   | <b>State Administration/Liaison Officer:</b><br>Andrea Rose 6628441184                                                                   |
| Part I - Special Provisions                                           |                                                                                 |                                                                                                                                          |

**1. Statement of Purpose - Incorporation of Proposal:**

This agreement implements a grant made under the authorities of Section 302 of the Appalachian Regional Development Act of 1965 (ARDA), as amended, (40 USC 14321) to renovate the Starkville influent pump station located on Sand Road. The renovations include the replacement of eight large diameter gate valves, and four large diameter check valves, the installation of a three-ton electric hoist, replacement of a large 60 horsepower 12-inch pump, the renovation of one wetwell, and installation of a bypass valve. The renovations will improve sewer service for approximately 60,900 households and 1,100 businesses in the project service area.

ARC funds are being made available to the project through the Mississippi Development Authority (MDA) and will be administered in accordance with the Memorandum of Understanding (MOU) between MDA and the Appalachian Regional Commission, executed on August 15, 2014, which is attached to and hereby incorporated into this agreement.

This project shall be carried out in general accord with Grantee's proposal, received at ARC on July 25, 2023. Grantee's proposal is incorporated by this reference as a supplement to this agreement. To the extent the Articles of this grant agreement conflict with the incorporated proposal, the Articles shall control.

**2. Order of Precedence:**

This grant agreement is subject to the provisions of the ARDA, the ARC Code and Project Guidelines, these Special Provisions (Part I), the attached Grant Agreement: General Provisions (Part II), the Memorandum of Understanding, the Registered State Basic Agency Grant Administration Manual, and any other incorporated Supplements. Any conflicts among these provisions shall be resolved giving precedence to these authorities in the order in which they are listed above.

### **3. Reports:**

The Grantee shall submit reports for this project to the Fiscal Agent semi-annually, or at a greater frequency determined by the Fiscal Agent. An annual report for this project shall be submitted by the Fiscal Agent to ARC, as required by the Memorandum of Agreement referenced in Article 1 on a schedule to be agreed to between the Fiscal Agent and the ARC Project Coordinator.

### **4. Consideration and Method of Payment:**

#### **A. Total.**

For the complete and satisfactory performance of this grant agreement, as determined by ARC, Grantee shall be paid by ARC a total sum not to exceed \$720,000 of actual, reasonable and eligible project costs. Grantee shall pay, or cause to be paid, the non-ARC share of \$180,000 in cash, contributed services, or in-kind contributions, as approved by ARC. Payments under this Agreement shall be made to the Grantee through the Mississippi Development Authority, as Fiscal Agent. The Grantee shall not incur any project-related costs nor begin construction without prior approval from the Fiscal Agent.

#### **B. Method.**

Progress payments in the full amount of the total ARC-approved funds are authorized under this agreement. Upon Grantee's satisfactory completion of the agreement, Grantee shall receive any balance of funds, which may be due under this agreement. Payments under this agreement shall be made under the Automated Standard Application for Payments (ASAP) process or, if necessary, upon the receipt of the Fiscal Agent's invoice.

### **5. Budget:**

Costs will be determined in general accord with the budget (which is attached to and hereby incorporated into this agreement), subject to the terms of this Grant Agreement, the Registered State Basic Agency Grant Administration Manual, and pertinent ARC Code Provisions.

### **6. Period of Performance:**

The grant period of performance shall be 10/1/2023 through 9/30/2026.

### **7. Federal Retention of Interest:**

Title to equipment and/or real property purchased with grant funds resides with the Grantee and assignees and successors approved by ARC, but ARC retains a property interest in such equipment and/or real property. The equipment and/or real property must be accounted for during and after the end of the project period according to OMB property standards at 2 C.F.R. 200.310-316. To satisfy accountability, all Grantees and Subgrantees purchasing equipment and/or real property must continue to use the equipment and/or real property in the same or other projects related to objectives of ARC, as approved by ARC. If the Grantee or Subgrantee wishes to change the use of the equipment and/or real

property, or dispose of it or transfer ownership, the Grantee or Subgrantee must contact ARC to request disposition instructions. ARC is entitled to an amount equal to the value of the ARC share at the time of the change of use, disposal, or transfer of ownership.

Grantees and subgrantees, other than state agencies, that purchase or improve real property with ARC funds, and equipment valued in excess of \$100,000, must also file a notice of federal interest (NFI) in such real property or equipment.

It is the Grantee's responsibility to monitor all use to verify that the equipment and/or real property is being used primarily for the purposes of the grant and to notify ARC promptly in the event that the equipment and/or real property is no longer being used for such purposes.

Stephanie Jones-9/11/2023

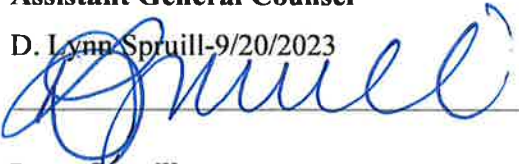
9/11/2023

\_\_\_\_\_  
**Assistant General Counsel**

**Date**

D. Lynn Spruill-9/20/2023

9/20/2023

  
\_\_\_\_\_  
**Lynn Spruill**  
**Mayor**

**Date**

Part II  
Appalachian Regional Commission  
Grant Agreement: General Provisions

**Article 1 General Procedures.**

ARC grants shall be administered in accord with the Office of Management and Budget guidelines, Uniform Administrative Requirements, Cost Principles, Audit Requirements for Federal Awards found in Chapter 2 of Title 2 of the Code of Federal Regulations and other Federal regulations as applicable.

**Article 2 Restrictions on Use of ARC Funds.**

Grantee warrants that it is cognizant of Section 224(b)(1) of the ARDA, which prohibits the use of ARDA funds to assist businesses to relocate from one area to another; and that, further, in keeping with Commission policy, it will not utilize ARDA funds actively to engage in any activity, the purpose of which is to encourage businesses now operating in one state to relocate into another state. No funds provided under this agreement will be used to publish or distribute material which would solicit such relocation.

**Article 3 Work Plan/Detailed Budget.**

(1) Grantee shall submit, as required by the ARC Project Coordinator, a work plan and/or budget for any and/or all of the tasks specified in Part I.

(2) Prior to submission of any work plan and/or budget so required by the ARC Project Coordinator, no costs shall be eligible for reimbursement, except those costs directly related to the preparation of such work plan and/or budget. Within one week after receipt, ARC shall complete a preliminary review of the work plan and/or budget and shall immediately advise the Grantee either that it is unacceptable or that it is preliminarily approved. After such preliminary approval by ARC, the Grantee may proceed with work on the project immediately with such modifications in the work plan and/or budget as required by ARC.

**Article 4 Reports.**

(1) Progress Reports. Grantee shall prepare and submit to the ARC Project Coordinator, progress reports indicating the work accomplished under the agreement to date, any problems encountered and ameliorative actions taken, and a forecast of work for the next report period.

(2) Final Report. Within one (1) month after the period of performance (see Part I), Grantee shall prepare and submit to the ARC Project Coordinator for approval, a final report (2 copies and a reproducible master) of all work accomplished under this Agreement including recommendations and conclusions based on the experience and results obtained.

## **Article 5 Contracting Procedures**

In contracting for services and/or purchasing equipment under this Agreement, Grantee shall assure that (1) all contracting shall be at prices and on terms most advantageous to the Grantee and to the project; and (2) all interested parties shall have a full and fair chance at doing business with the Grantee. Grantee shall arrange for all contracting through competitive bidding, or, if permitted by state law, other negotiating and contracting procedures that will assure compliance with (1) and (2) above.

## **Article 6 Subcontracting.**

The Grantee shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining the prior written approval of the Project Coordinator, and subject to conditions and provisions as the Project Coordinator may deem necessary, in his/her discretion, to protect the interests of the Commission: Provided, however, that notwithstanding the foregoing unless otherwise provided herein, such prior written approval shall not be required for the purchase by the Grantee of articles, supplies, equipment and services which are both necessary for and merely incidental to the performance of the work required under this Agreement: Provided, further, however, that no provision of this article and no such approval by the Project Coordinator of any subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation by the Commission in addition to the total grant amount and the Commission shall not be responsible for fulfillment of Grantee's obligations to subcontractors: Provided, further, that no subcontracting shall be deemed to relieve the Grantee of any obligations under this Agreement.

## **Article 7 Coordination and Non-Duplication.**

In carrying out the project under this Agreement, Grantee shall assure that the planning, design work and implementation of activities are coordinated with activities conducted by Grantee under other related ARC grants, if any, and shall assure that there shall be no duplication of effort or funding under this Agreement of any work or payments under those grants.

## **Article 8 Project Personnel.**

ARC reserves the right to approve or disapprove the selection or continued participation of any personnel supported with funds made available under this Agreement.

## **Article 9 Compliance with Applicable Laws.**

Grantee shall assure that all provisions of applicable federal, state, and local laws shall be complied with in the conduct of activities under this grant agreement. The ARC reserves the right to suspend or terminate this agreement in the event that applicable federal, state, and local laws and regulations are not complied with. Such right shall not be exclusive and does not affect rights and remedies

provided elsewhere by law, regulation, or agreement.

#### **Article 10 Retention of Rights.**

Title to equipment purchased with grant funds resides with the Grantee and assignees and successors approved by ARC, but the equipment must be accounted for during and after the end of the project period. Accountability may be satisfied by continued use during its useful life in the same or other projects related to objectives of the ARC, as approved by ARC. If the equipment is disposed of or transferred during its useful life to a use outside the scope of the ARC objectives, an amount equal to the resale value or the value of the ARC share at the time of disposal must be deposited in the grant account if still open, or the federal share must be refunded to ARC or an ARC-designated successor. ARC reserves the right to transfer such equipment and title thereto or other interest therein, to ARC, or an agency of the federal government or to another Grantee, in the event equipment, leased or purchased with funds under this agreement, is no longer used primarily for the purposes for which it is dedicated under this agreement, or is not used in substantial accord with the applicable provisions of this agreement.

It shall be Grantee's responsibility to monitor all use to ascertain that all such equipment is being used primarily for the purposes outlined herein. Grantee may propose to ARC that the equipment be transferred to another agency or entity which could utilize it for the purposes outlined in this agreement. Such transfers shall be subject to prior approval by the ARC Project Coordinator and to the reservation of rights in this Article.

#### **Article 11 Method of Payment.**

(1) Progress Payments. Grantee may receive progress payments (a) on the basis of the work performed; (b) upon ARC concurrence as to reasonableness of costs and submission of Form SF 270 (Request for Advance or Reimbursement); and; (c) upon submission to ARC of, and with the same frequency as, progress reports; and (d) upon determination by the ARC that the requirements of the agreement are being met. The total of such progress payments shall not exceed ninety (90) percent of the total grant amount unless specifically authorized in Part I of this agreement.

(2) Advance Payments. Grantee may receive advances of funds, in amounts sufficient to meet scheduled payroll costs and other related costs, including payments to subcontractors on the following basis: (a) Grantee's certification that a firm commitment has been obtained from each employee appointed under this agreement, or that firm, formal subcontracts have been executed which will require payments for goods and services to be delivered during the period for which advance is sought; (b) upon submission of form SF 270 (Request for Advance or Reimbursement) and on the basis of cost estimates approved by the ARC Project Coordinator; (c) Grantee's certification that any previous advance has been exhausted (if previous advance has not been exhausted, this remainder must be used to meet scheduled expenses payable during the next period); any additional advance subject to ARC concurrence as to need; and (d) satisfactory progress on tasks specified in Part I and the incorporated proposal.

Total Advance Payments shall not exceed 90 percent of the total grant amount unless specifically authorized in Part I of this agreement.

(3) Final Payment. Upon Grantee's satisfactory completion of the Agreement, Grantee shall receive

any balance of funds which may be due under this Agreement.

(4) Disbursements. All disbursements shall be for obligations incurred, after the effective date, in the performance of this Agreement, and shall be supported by contracts, invoices, vouchers and other data, as appropriate, evidencing the disbursements.

**NOTE:** All payment requests must show the 9-digit taxpayer identifying number (TIN) assigned by the Internal Revenue Service. For individuals, the Social Security Number serves as the TIN; for businesses, the Employer Identification Number serves as the TIN.

#### **Article 12 Grant-Related Income.**

Grant-related income means gross income earned by Grantee from grant supported activities and shall include, but not be limited to, income from service fees, sale of commodities, or usage or rental fees. All grant-related income shall be reported to ARC in the progress and final reports required by this Agreement.

#### **Article 13 Rebates and Discharges from Liability.**

Grantee agrees that any refunds, rebates or credits, or other amounts (including interest earned thereon) received by the Grantee (or any Assignee) shall be paid to the Commission to the extent that they are properly allocable to costs for which the Grantee has been reimbursed under this Article. Grantee will, when requested, assign such amounts to the Commission and execute such releases as may be appropriate to discharge the Commission, its officers and agents from liabilities arising out of this Agreement.

#### **Article 14 Records /Audit.**

(1) Grantee shall establish procedures to ensure that all records pertaining to costs, expenses, and funds related to the Agreement shall be kept in a manner which is consistent with generally accepted accounting procedures. The documentation in support of each action in the accounting records shall be filed in such a manner that it can be readily located. Grantee shall maintain custody of time records, payrolls, and other data, as appropriate, to substantiate all services reported to the Commission as Contributed Services under this Agreement.

(2) All invoices, vouchers, statements of costs, and reports of disbursements of funds are subject to audit.

(3) Any payment may be reduced for overpayment(s) or increased for underpayment(s) on preceding invoices or vouchers. In the event of overpayment(s) ARC reserves the option of requiring the Grantee to reimburse the Commission for the amount of the overpayment(s).

(4) If Grantee has not provided either cash or contributed services of a value determined by the Commission to be sufficient to support the payments made by the Commission, or has failed to obligate or disburse any such sums for the purpose of this Agreement, the final payment shall be

reduced, or the Grantee shall make an appropriate refund.

(5) The Grantee agrees that the Federal Co-Chairman of the ARC, the Comptroller General of the United States, the ARC, or the duly authorized representatives of any of them shall, until the expiration of three years after final payment under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Grantee involving transactions related to this Agreement.

(6) The Grantee will, in each subcontract, require the subcontractor to agree to the application of the provisions of this article in a similar manner to the subcontractor's records relating to said subcontract.

#### **Article 15 Responsibilities.**

Notwithstanding any other provisions of this Agreement, it is expressly agreed that:

(1) Grantee will carry out the program under this Agreement as an independent contractor and not as agent of the Commission;

(2) Grantee assumes sole and complete responsibility for the conduct of the program in such a manner as to assure the safety and welfare of all persons participating in or in any way involved in, or affected by, any activities conducted under this Agreement; and

(3) The Commission, by its provision of funds for this project, undertakes no responsibility in this regard.

#### **Article 16 Grantee's Principal Personnel.**

The Project Director shall be responsible for the general guidance and overall supervision of Grantee's efforts. The Project Director shall maintain liaison with the Commission's Project Coordinator. In the event the replacement of the Project Director becomes necessary, the Grantee will advise the Commission, in writing, of the change. The Commission reserves the right to disapprove any proposed substitute or addition.

#### **Article 17 ARC Representative.**

The Project Coordinator is responsible for (i) providing liaison between the Commission and the Grantee, and (ii) obtaining approval of work accomplished by Grantee. The Commission may, in its discretion, change the Project Coordinator at any time, in which event it shall notify the Grantee in writing of the change.

#### **Article 18 State Administration and Liaison Officer.**

Grantee shall submit copies of all correspondence, reports and requests for payment required to be submitted to ARC simultaneously to the State Administration and Liaison Officer named in this

Agreement.

#### **Article 19 Disputes.**

(1) Procedure. Except as otherwise provided in this Agreement, in the event of any dispute arising under this Agreement concerning a question of fact which is not disposed of by agreement, a decision regarding the dispute shall be rendered by the Executive Director. The Grantee may, within 20 days from receipt of the Executive Director's written decision, submit to the Commission's Contract Review Committee (ARC-CRC), a written request for a review to which the ARC-CRC shall respond in writing within 60 days. Alternatively, the Grantee and the Executive Director may mutually agree to select any alternative means of dispute resolution to resolve such dispute. The decision of either the ARC-CRC or the arbitrator retained for the purpose of dispute resolution, shall be final and conclusive. Pending final decision under either alternative, the Grantee shall proceed diligently with the performance of the Agreement in accordance with the Executive Director's decision.

(2) Consideration of Questions of Law. This Article does not preclude the consideration of questions of law in connection with decisions provided for in the above paragraph; provided that nothing in this grant shall be construed as making final any decision of any administrative official, representative, or the ARC-CRC on a question of law.

(3) ARC Contract Review Committee. The ARC-CRC shall consist of the Federal Co-Chairman and the States' Co-Chairman or their appointed representatives. In a dispute in which one of the parties is either the State of the States' Co-Chairman or a Grantee from said State, the States' Vice Co-Chairman, or his/her representative, shall replace the States' Co-Chairman on the ARC-CRC for that dispute alone. Nothing herein shall operate in any way as a restriction on the powers of the Federal Co-Chairman or any state member of the Commission under the ARDA.

#### **Article 20 Suspension/Termination for Cause.**

The ARC shall have the right, upon written notice to the Grantee, to suspend or terminate this Agreement for cause, whenever the Federal Co-Chairman determines there is reasonable basis to believe there has been malfeasance, embezzlement, misappropriation, unauthorized application of federal funds or material false statement in the conduct of this Agreement or any other ARC grant agreement.

#### **Article 21 Termination for Default.**

The ARC may, by written notice to Grantee, terminate this Agreement in whole or in part in accordance with Part 52.249 of the Federal Acquisition Regulations' "Default (Fixed-Price Supply and Service)" clause in effect on the date of this Agreement including, but not limited to provisions regarding failure to perform due to causes beyond the control of Grantee, the status of completed and partially completed work after termination for default, excusable default, ARC's right to repurchase, and other remedies. Such regulations are incorporated by reference as part of this Agreement. The rights and remedies of the ARC provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

## **Article 22 Termination for Convenience.**

The ARC may, by written notice to the Grantee, terminate this Agreement in whole or in part for the convenience of the Commission, whenever the ARC determines that such action is in its best interest. If this Agreement is so terminated, the rights, duties and obligations of the parties, including compensation of the Grantee, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this Agreement and such regulations are incorporated by reference as part of this Agreement.

## **Article 23 Official Not to Benefit.**

No member or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Agreement if made with an incorporated entity for its general benefit.

## **Article 24 Covenant Against Contingent Fees.**

The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of this warranty the Commission shall have the right to annul this Agreement without liability or in its discretion to deduct from the grant amount or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## **Article 25 Equal Opportunity.**

Grantee shall carry out all programs and activities in compliance with Title VI of the Civil Rights Act of 1964, and other federal laws prohibiting discrimination, and in such a manner that no person shall, on the grounds of race, color, national origin, religion, sex, age or disability be excluded from participation in, be denied the benefits of, or be subject to discrimination with respect to any such programs or activities.

## **Article 26 Patent Rights.**

All research and development grants are subject to the government-wide Patent Policies outlined in Department of Commerce regulations (37 CFR Part 401).

## **Article 27 Statement of Federal Funding.**

When issuing statements, press releases, requests for proposals, bid solicitations, and any and all other public documents or announcements describing the project or program funded by this Agreement, Grantee agrees and warrants that it shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds for the project or program.

#### **Article 28 Lobbying.**

No funds made available under this Agreement may be used in any way, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress; however, this Article does not bar communications with Members of Congress as described in Title 18, section 1913, of the U.S. Code.

#### **Article 29 Copyrights.**

The Federal Government, through the Appalachian Regional Commission (ARC), reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes, any work developed under a contract, grant, subgrant, or contract under a grant or subgrant, and to use, and authorize others to use, for federal government purposes, any rights of copyright to which a grantee, a subgrantee or a contractor purchases ownership with grant support or contract funds. Such license to use includes, but is not limited to, the publication of such work on an ARC Web site. Use of such works for purposes related to Appalachia and the development of the Region is generally authorized by ARC to State and local governments in the ARC Region and to other public and private not-for-profit organizations serving the Region, including the Appalachian Local Development Districts.

#### **Article 30 Buy America.**

**General.** None of the ARC funds provided under this grant award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States — this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States — this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials (excluding cement and cementitious materials, aggregates such as stone, sand, or gravel or aggregate binding agents or additives) are manufactured in the United States — this means that all manufacturing processes for the construction material occurred in the United States.

**Definitions.** The definitions provided in the ARC website related to the Buy America are hereby incorporated by reference. The ARC Buy America website is available at <http://www.arc.gov/BuyAmericaGuidelines>.

**Exclusions.** This Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

**Waivers.** A waiver on the application of the domestic content procurement preference (Buy America) may be available to the ARC grantee when one of the following exceptions are present: (a) the domestic content procurement preference is inconsistent with the public interest; (b) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (c) the inclusion of iron, steel, manufacture products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. The grantee will request the domestic content procurement preference (Buy America) waiver in writing and according to the instructions, format, content, and supporting materials described in the ARC Buy America website, available at <http://www.arc.gov/BuyAmericaGuidelines>.

## Certification Regarding Drug-Free Workplace Requirements

The grantee certifies that it will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about-
  1. The dangers of drug abuse in the workplace;
  2. The grantee's policy of maintaining a drug-free workplace;
  3. Any available drug counseling, rehabilitation and employee assistance programs, and
  4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
  1. Abide by the terms of the statement; and
  2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after each conviction;
- e. Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-
  1. Taking appropriate personnel action against such an employee, up to and including termination; or
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

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Lynn Spruill, Mayor

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Name and Title of Certification Official

D. Lynn Spruill-9/20/2023

Signature

9/20/2023

Date

**Appendix A**  
**Certification Regarding Lobbying for ARC Contracts, Grants, Loans, and**  
**Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of this ARC contract, the making of this ARC grant, the making of this ARC funded loan, the entering into of this cooperative agreement, or the extension, continuation, renewal, amendment, or modification of this ARC contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person or entity for influencing or attempting to influence an officer or employee of ARC, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this ARC contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Copies of the disclosure form and instructions may be obtained from the Office of General Counsel, ARC.

The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. All certifications and disclosure forms shall be provided to ARC.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction. The Commission may terminate for cause any grant, contract, loan or cooperative agreement with respect to which a false certification is made. Any person who files a false certification may be subject to penalties under the law.

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Starkville, City of, 110 W Main Street, Starkville, MS 39759-2822

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Organization Name and Address Lynn Spruill, Mayor

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Name and Title of Certification Official

9/20/2023



**Appendix A**  
**Certification Regarding Lobbying for ARC Contracts, Grants, Loans, and**  
**Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of this ARC contract, the making of this ARC grant, the making of this ARC funded loan, the entering into of this cooperative agreement, or the extension, continuation, renewal, amendment, or modification of this ARC contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person or entity for influencing or attempting to influence an officer or employee of ARC, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this ARC contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Copies of the disclosure form and instructions may be obtained from the Office of General Counsel, ARC.

The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. All certifications and disclosure forms shall be provided to ARC.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction. The Commission may terminate for cause any grant, contract, loan or cooperative agreement with respect to which a false certification is made. Any person who files a false certification may be subject to penalties under the law.

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Starkville, City of, 110 W Main Street, Starkville, MS 39759-2822

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Organization Name and Address  
Lynn Spruill, Mayor

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Name and Title of Certification Official

9/20/2023

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## **ANNOUNCEMENTS AND COMMENTS:**

### **MAYOR'S COMMENTS:**

Mayor Spruill reminded the Registered Voters of Ward 1 that the Special Election will be held Tuesday, February 13, at the Starkville Sportsplex Annex Building, 405 Lynn Lane, 7 am to 7 pm, and that absentee voting is available until noon Saturday, February 10, at City Hall.

The Mayor also noted that the City of Starkville FEMA flood rating had changed from 9 to 8, which should result in insurance cost savings.

### **BOARD OF ALDERMEN COMMENTS:** None

### **CITIZEN COMMENTS:**

Alvin Turner, Ward 7, asked that the police look at Cedar Lane for speeders in that there is concern for the safety of children in the neighborhood.

### **PUBLIC APPEARANCE:**

### **PUBLIC HEARINGS:**

#### **PUBLIC HEARING ON ADOPTING A SECURITY CAMERA ORDINANCE FOR RETAIL AND PROFESSIONAL CENTERS OF A CERTAIN SIZE.**

Mayor Spruill opened the Public Hearing by noting this Ordinance requires developers and/or owners of commercial retail or professional establishments of a certain size to provide security cameras for the entrances and exits of their parking areas and entrances. This is an ongoing effort to ensure the safety of patrons and employees of larger retail and professional service establishments through security cameras which act as deterrents and assist in solving any crimes or claims associated with the area.

Alvin Turner, Ward 7, noted that several months ago the mother of a past police chief was approached in a parking lot and a camera may have prevented it.

George Sherman, representing College Park merchants, noted the shopping center has had no vandalism that he is aware of in the forty years it has been there. The concern of the merchants is the cost and lack of privacy with the installation of cameras. They asked to go on record as against the Ordinance as it is currently proposed.

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

Police Chief Ballard spoke as to the need for cameras as solid accurate evidence in solving crimes as well as cameras tend to serve as deterrents to crimes.

There will be a second public hearing on February 20, 2024.

#### **PUBLIC HEARING AND CONSIDERATION OF VA 23-12: A REQUEST FOR A VARIANCE FROM WALL SIGN SIZE REQUIREMENTS FOR WALMART LOCATED AT 1010 MISSISSIPPI HIGHWAY 12 WEST IN A C ZONING DISTRICT.**

City Planner Daniel Havelin presented VA 23-12. The applicant, Jen Paquin, on behalf of Walmart Inc., is seeking a variance from wall sign size requirements for a Walmart located at 1010 Mississippi Highway 12 West in a C (commercial) zoning district with property #103I-00-005.00. The applicant proposes replacing six existing wall signs on the façades of the building with seven new wall signs. The total area of proposed wall signage for the front façade of the building is 331 square feet for a total of +/- 81 square feet above the permitted amount, with the structure being located more than 200 feet from the nearest adjacent street. The applicant requests relief from section 14.7.8.A-4.3 of the Unified Development Code, which limits the maximum square footage for wall signage to 250 square feet.

Mayor Spruill opened the Public Hearing. There being no comments from the general public, the Mayor closed the Public Hearing. The architect, Jeff Davis, on behalf of Walmart Inc., was present for questions also. He noted the signage would be primarily for directional purposes and not advertising.

**36. CONSIDERATION OF VA 23-12: A REQUEST FOR A VARIANCE FROM WALL SIGN SIZE REQUIREMENTS FOR WALMART LOCATED AT 1010 MISSISSIPPI HIGHWAY 12 WEST IN A C ZONING DISTRICT.**

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, for the Board of Aldermen to approve VA 23-12: a request for a variance from wall sign size requirements for Walmart located at 1010 Mississippi Highway 12 West in a C zoning district, the Board voted as follows:

|                            |               |
|----------------------------|---------------|
| Alderman Sandra Sistrunk   | Voted: Yea    |
| Alderman Jeffrey Rupp      | Voted: Absent |
| Alderman Mike Brooks       | Voted: Absent |
| 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.

**PUBLIC HEARING AND CONSIDERATION OF SE 23-06: A REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR AN EXCEPTION FROM DEVELOPMENT STANDARDS RELATED TO THE FAÇADE COLORS AT 732 WHITFIELD STREET IN A CN ZONING DISTRICT.**

City Planner Daniel Havelin presented SE 23-06. Martisa and Edwaldson Francois, on behalf of Empowerment Station Academy, are requesting a special exception to allow for a deviation from the development standards related to the façade colors at 732 Whitfield Street in a CN (Commercial Neighborhood) zoning district with the property number 102C-00-118.00. The applicant is requesting to use non-earth tone colors like bright yellow, green, blue, and purple on the street-facing façade of the building. The applicant was notified by Code Enforcement on November 14, 2023, that the colors used to paint the building were not permitted and violated the Unified Development Code's development standards. After notification of the violation, the applicant chose to apply for a Special Exception to keep the current colors in place. Section 14.6 of the Unified Development Code requires that "The primary facade colors shall be low reflectance, subtle, neutral, or earth tones. The use of high-intensity, metallic flake, or fluorescent colors is prohibited". Section 3.4.1 of the Unified Development Code also requires that any request to deviate from the development requirements that are non-dimensional requires a Special Exception.

Mayor Spruill opened the Public Hearing. There being no comments from the general public, the Mayor closed the Public Hearing. The owner, Mr. Francois, was present for questions also. He noted the interior and exterior were both renovated and stated he was unaware of UDC color restrictions and requested the exception.

**37. CONSIDERATION TO APPROVE SE 23-06: A REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR AN EXCEPTION FROM DEVELOPMENT STANDARDS RELATED TO THE FAÇADE COLORS AT 732 WHITFIELD STREET IN A CN ZONING DISTRICT.**

Upon the motion of Alderman Vaughn, duly seconded by Alderman Beatty, for the Board of Aldermen to approve SE 23-06, a request for Special Exception to allow for an exception from development standards related to the façade colors at 732 Whitfield Street in a CN zoning district, the Board voted as follows:

|                          |               |
|--------------------------|---------------|
| Alderman Sandra Sistrunk | Voted: Nay    |
| Alderman Jeffrey Rupp    | Voted: Absent |

|                            |               |
|----------------------------|---------------|
| Alderman Mike Brooks       | Voted: Absent |
| 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. Special Exception 23-06 was not approved.

**38. CONSIDERATION TO DENY SE 23-06: A REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR AN EXCEPTION FROM DEVELOPMENT STANDARDS RELATED TO THE FAÇADE COLORS AT 732 WHITFIELD STREET IN A CN ZONING DISTRICT.**

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Perkins, to deny SE 23-06 and recommend they reapply with the planning department with modifications to come directly back to the Board of Aldermen, thus saving time going to other committees, the Board voted as follows:

|                            |               |
|----------------------------|---------------|
| Alderman Sandra Sistrunk   | Voted: Yea    |
| Alderman Jeffrey Rupp      | Voted: Absent |
| Alderman Mike Brooks       | Voted: Absent |
| 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 SE 23-06 denied, with a recommendation to apply.

**PUBLIC HEARING AND CONSIDERATION OF VA 23-14: A REQUEST FOR A VARIANCE FROM STORMWATER REQUIREMENTS FOR 510 INDUSTRIAL PARK ROAD, IN AN I ZONING DISTRICT.**

City Planner Daniel Havelin presented VA 23-14: a request for a variance from stormwater requirements for 510 Industrial Park Road, in an I zoning district. The applicant, Lloyd Seymour, on behalf of Oktibbeha County Humane Society, is seeking a variance from stormwater requirements at Oktibbeha County Humane Society Starkville Animal Shelter at 510 Industrial Park Road, in an I (Industrial) zoning district with property #102M-00-005.00. The applicant is currently in the process of expanding the existing site to include a kennel and spay and neuter facility, which would also require a stormwater detention system to be built. The proposed Spay and Neuter facility is approximately 2,000 square feet, and the proposed Kennel facility is approximately 4,600 square feet. Since the proposed structures have total square footage above 1,000 square feet, site plan review and architecture review are required. The applicant has currently completed both required reviews. The applicant is requesting to remove the detention pond and retaining wall from the site plan to reduce the cost of the project.

**39. CONSIDERATION OF VA 23-14: A REQUEST FOR A VARIANCE FROM STORMWATER REQUIREMENTS FOR 510 INDUSTRIAL PARK ROAD, IN AN I ZONING DISTRICT.**

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Beatty, for the Board of Aldermen to approve of VA 23-14: for a request for a variance from stormwater requirements at 510 Industrial Park Road the Board voted as follows:

|                            |               |
|----------------------------|---------------|
| Alderman Sandra Sistrunk   | Voted: Yea    |
| Alderman Jeffrey Rupp      | Voted: Absent |
| Alderman Mike Brooks       | Voted: Absent |
| 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.

**40. CONSIDERATION OF A RESOLUTION SEEKING A NO MATCH 2024 RAISE GRANT FOR THE PURPOSES OF SUPPLEMENTING THE 2019 BUILD GRANT TO COMPLETE THE HIGHWAY 182 REDEVELOPMENT PROJECT.**

Mayor Spruill informed the Board of Aldermen that potential funding for the BUILD grant has been located in order form the Highway 182 renovation to be completed within the full scope of work. Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, for the Board of Aldermen to approve a Resolution to apply for a 2024 RAISE grant for the purpose of supplementing the 2019 BUILD grant, the Board voted unanimously to pass the Resolution.

**CITY OF STARKVILLE  
2024 USDOT RAISE Discretionary Grant Program  
GRANT APPLICATION RESOLUTION  
MS 182/ MLK Corridor Revitalization BUILD Project**

**WHEREAS**, the City of Starkville desires to improve safety and efficiency of the existing right-of-way of Martin Luther King Drive/Old Highway 182 by adding sidewalks, crosswalks, bicycle lanes, pedestrian lighting, utility relocation, and storm water management along a .9 mile segment of the corridor, between N Long Street and Old West Point Road.

**WHEREAS**, this proposed complete streets intervention will revitalize blighted areas and improve safety, circulation, economic vitality, and the environmental impact of the right-of-way within the existing Central Business District and economic corridor of old Highway 182/Martin Luther King Drive.

**WHEREAS**, the City of Starkville is eligible to apply to the United States Department of Transportation (USDOT) for the 2024 Rebuilding America’s Infrastructure with Sustainability and Equity grant.

**WHEREAS**, engineers have estimated a supplemental project cost over and above the original grant costs of \$20,006,137;

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Starkville authorizes the Mayor to submit an application, including all the understandings and assurances contained therein, to the United States Department of Transportation (USDOT) for the Rebuilding America’s Infrastructure with Sustainability and Equity (RASIE) grant funding not to exceed \$20,006,137 with no required match, and the acknowledgement of the pre-existing funding from the 2019 BUILD grant in addition to City of Starkville committed funding in the amount of \$12,664,500 to complete the project as designed.

**BE IT FURTHER RESOLVED**, if said application is approved, the Mayor is hereby authorized to accept on behalf of the City of Starkville said Rebuilding America’s Infrastructure with Sustainability and Equity (RAISE) grant, to execute any and all documents and enter into agreements necessary for the successful application and award of the grant.

After discussion, Alderman Beatty offered a motion in favor of the foregoing resolution with Alderman Vaughn offering a second. The Board voted as follows:

|                     |                      |        |
|---------------------|----------------------|--------|
| Ward 1              | Vacant               | Vacant |
| Ward 2              | Sandra Sistrunk      | Aye    |
| Ward 3              | Jeffrey Rupp         | Absent |
| Ward 4              | Mike Brooks          | Absent |
| Ward 5              | Hamp Beatty          | Aye    |
| Ward 6 , Vice Mayor | Roy A.’ Perkins      | Aye    |
| Ward 7              | Henry S. Vaughn, Sr. | Aye    |

This the 6th day of February, 2024.

ATTEST:

\_\_\_\_\_  
Lesa Hardin, City Clerk

\_\_\_\_\_  
D. Lynn Spruill, Mayor

#### 41. 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 January 29, 2024 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: Absent |
| Alderman Mike Brooks       | Voted: Absent |
| Alderman Hamp Beatty       | Voted: Yea    |
| Alderman Roy A'. Perkins   | Voted: Nay    |
| Alderman Henry Vaughn, Sr. | Voted: Nay    |

Having received a tie vote, the Mayor voted aye and declared the motion passed.

|                                   |       |                 |
|-----------------------------------|-------|-----------------|
| General Fund                      | 001   | \$ 239,169.33   |
| Airport Fund                      | 015   | 30,293.67       |
| Airport Restricted Fund           | 016   | 6,820.08        |
| Sanitation / Environ Services     | 022   | 22,347.65       |
| Modernization Use Tax             | 120   | 83,599.98       |
| 2022 GO Bonds                     | 305   | 666,117.04      |
| Main Street Improvements          | 311   | 6,303.00        |
| Parks Capital Project Fund (2023) | 312   | 191,506.20      |
| Public Improv Bonds - 2018        | 319   | 2,100.00        |
| Park and Rec Tourism              | 375   | 4,127.50        |
| Build Grant – MS 182 / MLK        | 377   | 6,300.00        |
| Park Bonds – 2020                 | 380   | 10,955.69       |
| Sub Total Before Utilities        |       | \$ 1,269,639.84 |
| Utilities Dept.                   | SED   | 1,087,955.08    |
| Total Claims                      | Total | \$ 2,357,954.92 |

#### 42. MOTION TO RECESS UNTIL FEBRUARY 20, 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 February 20, 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: Absent |
| Alderman Mike Brooks       | Voted: Absent |
| 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 20th DAY OF FEBRUARY, 2024.

Attest:

\_\_\_\_\_  
D. LYNN SPRUILL, MAYOR

\_\_\_\_\_  
LESA HARDIN, CITY CLERK