

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
March 5, 2024**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on March 5, 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 Kim Moreland, Sandra Sistrunk, Jeffrey Rupp, Mike Brooks, Hamp Beatty, Roy A'. Perkins and Henry Vaughn, Sr. as well as City Attorney Berk Huskison and City Clerk / CFO Lesa Hardin.

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Mayor D. Lynn Spruill asked for any revisions to the Official Agenda as presented. There being none, 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 Rupp offered a motion, duly seconded by Alderman Brooks, to approve the March 5, 2024 Official Agenda. The Board voted as follows:

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

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

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
REGULAR MEETING OF TUESDAY, MARCH 5, 2024
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 FEBRUARY 16, 2024 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS: Recognition of Boy Scout Troop 14 in attendance
and New Employee Introductions

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARINGS

THIRD PUBLIC HEARING AND CONSIDERATION OF THE ADOPTION OF A SECURITY CAMERA ORDINANCE FOR CERTAIN RETAIL AND PROFESSIONAL CENTERS OF A DEFINED SIZE.

FIRST 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.

FIRST 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.

FIRST 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.

FIRST 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.

IX. MAYOR'S BUSINESS

THERE ARE NO ITEMS FOR THIS AGENDA

X. BOARD BUSINESS

A. CONSIDERATION OF THE APPOINTMENT OF DR. DEBRA PRINCE, THE SOLE APPLICANT, TO THE STARKVILLE OKTIBBEHA COUNTY SCHOOL BOARD OF TRUSTEES.

B. CONSIDERATION OF THE APPROVAL OF THE CITY OF STARKVILLE TAX ABATEMENT RESOLUTION FOR 44 PROPERTIES, LLC.

C. CONSIDERATION TO ADVERTISE FOR CEMETERY MOWING AND MAINTENANCE.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL OF THE LEASE AGREEMENT RENEWAL BETWEEN THE CITY OF STARKVILLE AND KYLE KNIGHT FOR USE OF THE AGRICULTURAL LAND INSIDE THE FENCED AREA FOR ONE YEAR AT GEORGE M. BRYAN FIELD.
2. REQUEST APPROVAL TO ADVERTISE FOR BIDS FOR THE FAA 2024 AIP PROJECT FOR CLEARING, GRUBBING, SEEDING AND MULCHING AT GEORGE M. BRYAN FIELD.

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF APPROVING THE AS-NEEDED PROFESSIONAL SERVICES AGREEMENT WITH CIVIL-LINK LLC FOR TECHNICAL ASSISTANCE RELATED TO THE ROADWAY MAINTENANCE PLAN.
2. CONSIDERATION OF ACCEPTING THE TRANSPORTATION ALTERNATIVES (TA) GRANT FUNDS IN THE AMOUNT OF \$780,000, INCLUDING AN APPROXIMATE \$150,000 MATCH BY THE CITY, TO CONSTRUCT THE SOUTHERN PHASE OF THE SPRING STREET CONNECTOR PROJECT, AND AUTHORIZING THE MAYOR TO ACTIVATE THE PROJECT, EXECUTE A PRELIMINARY ENGINEERING CONTRACT ALONG WITH ANY NECESSARY MDOT RELATED PAPERWORK.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF FEBRUARY 27, 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. REQUEST APPROVAL TO RENEW A REVISED MECHANICAL SERVICE AGREEMENT WITH BRISLIN, INC FOR CITY HALL FOR INSPECTIONS AND MAINTENANCE OF ALL HVAC EQUIPMENT AT AN ANNUAL COST OF \$4,900.00.
3. CONSIDERATION OF THE ADDITION OF THE VEHICLE ENDING IN VIN #0654, TO THE LIST OF CITY OF STARKVILLE UNMARKED CARS FOR FISCAL YEAR 2024 UNDER SECTION 25-1-87.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO EXTEND JILLIAN DUTCHER AS A TEMPORARY FULL-TIME DEPUTY COURT CLERK UNTIL JUNE 27, 2024.
2. CONSIDERATION OF THE DISCIPLINE RECOMMENDED BY SANITATION DIRECTOR CHRIS SMILEY AS A RESULT OF I.A.#02062024 FOR A STARKVILLE SANITATION WORKER.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION TO PURCHASE YOUTH BASEBALL AND SOFTBALL UNIFORMS FROM THE LOWEST QUOTE FROM REX SPORTS IN THE AMOUNT OF \$15,215.25.
2. CONSIDERATION TO PURCHASE 2 GAS POWERED GOLF CARTS AT THE LOWEST QUOTE FROM GTO GOLF KARS IN THE AMOUNT OF \$9,250.00 EACH.
3. CONSIDERATION TO AMEND THE EXISTING CONTRACT WITH PERRY WEATHER TO ADD 1 ADDITIONAL EMERGENCY SPEAKER FOR THE CORNERSTONE PARK IN THE AMOUNT OF \$4,800.00.

J. POLICE DEPARTMENT

1. POLICE

- a. REQUEST AUTHORIZATION TO DECLARE THE 2010 CROWN VIC (VIN ENDING IN 7329) AS SURPLUS AND ADVERTISE FOR SALE TO THE HIGHEST BIDDER ON GOVDEALS.COM, DISCARD, OR SELL DIRECTLY TO A SCRAP DEALER.
- b. REQUEST APPROVAL FOR CPL. ANGELICA COLBERT AND CSI SHANNA CUNNINGHAM TO ATTEND THE BASIC BLOODSTAIN PATTERN ANALYSIS COURSE INSTRUCTED BY FORENSIC PIECES TRAINING & CONSULTING 3/18/2024 – 3/22/2024 IN HOOVER, ALABAMA IN AN APPROXIMATE AMOUNT OF \$2,650.00.

2. CODE ENFORCEMENT

- a. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 205 WARE ST., STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 118O-00-180.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.
- b. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 204 YEATES ST., STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 102B-00-001.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM EVERYDAY LAND MANAGEMENT FOR LANDSCAPING AND MAINTENANCE IN THE AMOUNT OF \$5,097.17 MONTHLY FOR A TOTAL OF \$45,874.53 FOR NINE MONTHS OF SERVICE.
2. REQUEST AUTHORIZATION FOR THE MAYOR TO SIGN THE AERATOR DESIGN CONTRACT TO ACCEPT THE BRUSH ROTOR DESIGN ALTERNATIVE PROPOSAL FROM GARVER FOR THE ERNEST E. JONES WASTEWATER TREATMENT PLANT.
3. CONSIDERATION OF ACCEPTING GRANT AGREEMENT MODIFICATION #1 TO THE MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT FOR THE AERATOR REPLACEMENT PROJECT FOR THE WASTEWATER TREATMENT PLANT.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. RECESS UNTIL MARCH 19, 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 – 21:

2. CONSIDERATION OF THE MINUTES OF THE FEBRUARY 16, 2024 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 5, 2024 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the February 16, 2024 Work Session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE RE-APPOINTMENT OF DR. DEBRA PRINCE, THE SOLE APPLICANT, TO THE STARKVILLE OKTIBBEHA COUNTY SCHOOL BOARD OF TRUSTEES.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 5, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the re-appointment of Dr. Debra Prince, the sole applicant, to a position on the Starkville-Oktibbeha Consolidated School District Board of Trustees to expire March of 2029” is enumerated, this consent item is thereby approved.

4. CONSIDERATION TO ADVERTISE FOR CEMETERY MOWING AND MAINTENANCE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 5, 2024 Official Agenda, and to accept items for consent, whereby the “approval of advertising for the mowing and maintenance bid for the City of Starkville Cemeteries” is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF THE LEASE AGREEMENT RENEWAL BETWEEN THE CITY OF STARKVILLE AND KYLE KNIGHT FOR USE OF THE AGRICULTURAL LAND INSIDE THE FENCED AREA FOR ONE YEAR AT GEORGE M. BRYAN FIELD.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 5, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the lease agreement renewal between the City of Starkville and Kyle Knight for use of the agricultural land inside the fenced area for one year at George M. Bryan Field” is enumerated, this consent item is thereby approved. The lease follows this page.

6. CONSIDERATION TO ADVERTISE FOR BIDS FOR THE FAA 2024 AIP PROJECT FOR CLEARING, GRUBBING, SEEDING AND MULCHING AT GEORGE M. BRYAN FIELD.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 5, 2024 Official Agenda, and to accept items for consent, whereby the “approval to advertise for bids for the FAA 2024 AIP project for clearing, grubbing, seeding and mulching at George M. Bryan Field” is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF ACCEPTING THE TRANSPORTATION ALTERNATIVES (TA) GRANT FUNDS IN THE AMOUNT OF \$780,000, INCLUDING AN APPROXIMATE \$150,000 MATCH BY THE CITY, TO CONSTRUCT THE SOUTHERN PHASE OF THE SPRING STREET CONNECTOR PROJECT, AND AUTHORIZING THE MAYOR TO ACTIVATE THE PROJECT, EXECUTE A PRELIMINARY ENGINEERING CONTRACT ALONG WITH ANY NECESSARY MDOT RELATED PAPERWORK.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 5, 2024 Official Agenda, and to accept items for consent, whereby the “approval of accepting the Transportation Alternatives (TA) Grant funds in the amount of \$780,000, including an approximate \$150,000 match by the City, to construct the southern phase of the Spring Street Connector Project, and authorizing the Mayor to activate the project, execute a preliminary engineering contract along with any necessary MDOT related paperwork” is enumerated, this consent item is thereby approved.

8. CONSIDERATION TO RENEW A REVISED MECHANICAL SERVICE AGREEMENT WITH BRISLIN, INC FOR CITY HALL FOR INSPECTIONS AND MAINTENANCE OF ALL HVAC EQUIPMENT AT AN ANNUAL COST OF \$4,900.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 5, 2024 Official Agenda, and to accept items for consent, whereby the “approval of a revised Mechanical Service Agreements with Brislin, Inc for City Hall for inspections and maintenance of all HVAC equipment” is enumerated, this consent item is thereby approved. The agreement follows the airport lease.

9. CONSIDERATION OF THE ADDITION OF THE VEHICLE ENDING IN VIN #0654, TO THE LIST OF CITY OF STARKVILLE UNMARKED CARS FOR FISCAL YEAR 2024 UNDER MS CODE SECTION 25-1-87.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 5, 2024 Official Agenda, and to accept items for consent, whereby the “approval to add a vehicle ending in VIN #0654, to the list of City of Starkville unmarked cars for Fiscal Year 2024 under MS Code Section 25-1-87.” is enumerated, this consent item is thereby approved.

**LEASE AGREEMENT
BETWEEN
CITY OF STARKVILLE, MISSISSIPPI
AND
KYLE KNIGHT**

This Lease Agreement is entered into on this the 5th day of March, 2024, by and between the **CITY OF STARKVILLE, MISSISSIPPI**, "Lessor", and **KYLE KNIGHT**, "Lessee".

WHEREAS, Lessor owns certain real property consisting of a parcel more particularly described in Exhibit "A" located at the Starkville Airport; and

WHEREAS, Lessee desires to exercise the option to lease property for an additional year as provided for in paragraph 3 of the lease executed in April 2023 between the parties and occupy a portion of Figure "1" consisting of approximately 66 acres of agricultural land that is outlined by the solid yellow boundaries and approximately 47.5 acres of newly cleared land outlined by the solid blue boundaries in Figure "1" (the "Leased Premises"); and

WHEREAS, Lessor is willing to lease the Leased Premises as set forth in this Lease Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

1. **LEASED PREMISES.** Lessor hereby leases to Lessee the Leased Premises upon all of the covenants and conditions contained herein including access thereto.

2. **USE OF PREMISES.**
(a) The property described above will be used for agricultural purposes only (no hunting allowed), in compliance with good and accepted agricultural practices. Additionally, as part of the consideration, Lessee will maintain existing fences and gates on the lease premises at Lessee's expense. Lessee agrees to keep all gates locked at all times and to prohibit ingress and egress, except ingress and egress necessary on the part of Lessee and his agents and employees which may be necessary for the conduct of Lessee's agricultural operations. Use of the Leased Premises shall be in full compliance with all applicable laws and regulations, including, without limitation, all regulations of the Federal Aviation Administration and the Code of Ordinances of the City of Starkville, Mississippi. Use of the Leased Premises shall not interfere with operations of the Airport, of Lessor or with aviation activities at the Airport. Lessee shall not permit bright lights on the premises which could interfere with air traffic. Violation of any of the terms of this section may, at Lessor's option, result in termination of the lease, in addition to any and all other available remedies.

(b) The Lessee shall farm the Leased Premises in a good and husbandlike manner so as to avoid unnecessary depletion of soil fertility or infestation with noxious weeds or grasses; shall keep the drains located upon the Leased Premises free of undergrowth and functioning properly at his own expense; shall not commit waste nor permit waste to occur to the Leased Premises; shall not permit or cause any nuisance to exist on said premises; and shall maintain control over said Leased Premises in such a manner that no fire hazard will be permitted to arise. Fertilizers shall be applied according to recommendations to be made by the State Agriculture Extension Service as a result of soil tests which the Lessee agrees to obtain and submit for that purpose. Herbicide and insecticides shall be applied on crops planted or grown in accordance with recommendations made therefore by the manufacturers of such chemicals in a husbandlike manner so as to avoid waste or excessive crop damage.

(c) Lessee shall comply, at all times, with all federal, state and local rules, regulations, statutes, laws, and ordinances which may now or hereafter be applicable to the Leased Premises and which are related to hazardous or toxic materials pollution control and environmental and conservation matters including, but not limited to: (i) any laws and regulations governing water use, surface water, groundwater, wetlands, waterways and watersheds associated with the Leased Premises; (ii) any laws and regulations requiring conservation practices on the Leased Premises, regardless of whether such requirements are part of a government subsidy program; (iii) any pesticide, herbicide, fertilizer or chemical record keeping and reporting laws and regulations; (iv) any pesticide, herbicide, fertilizer or chemical applicator licensing laws and regulations; (v) the Worker Protection Standard for Agricultural Pesticides issued by the United States Environmental Protection Agency, and; (vi) the Endangered Species Act. Lessee further agrees to use only federal and state approved pesticides, fertilizers and chemicals with such use to be in strict compliance with federal, state and locally permitted concentrations and to follow all manufacturers' label instructions, agricultural use requirements, precautionary statements and warnings. Lessee will use the utmost care in the handling and application of any pesticides, fertilizers and chemicals to protect all persons upon the property, the Leased Premises and environment and will dispose of all pesticide, fertilizer and chemical containers only in a lawful manner and will not dump, bury or burn said containers, or any other debris, trash or waste upon the Leased Premises. Any fuel tanks placed on the Leased Premises by Lessee must have a top-feed only hose.

(d) Lessee shall promptly notify Lessor, in writing, if Lessee ever has knowledge of a violation of Lessee's obligations as set forth above and Lessee shall deliver a copy of any notice received from any federal, state or local governmental agency alleging the violation of any rule, regulation, statute, or law involving the Leased Premises within 5 days following receipt of such notice. In the event of any violation or petroleum spill existing upon the Leased Premises as a result of Lessee's actions or failure to act, Lessee shall immediately clean-up, remove and dispose of the materials causing the violation or spill or take such other corrective action as to bring the Leased Premises into full compliance with all applicable laws, ordinances, standards, guidelines, rules and regulations.

(e) Lessor shall have the right to take any remedial or corrective action required in connection with the Leased Premises upon Lessee's failure to promptly do so and Lessee agrees to immediately reimburse Lessor for the costs of such remedial/corrective action.

Lessee hereby agrees to hold Lessor and Lessor's agent free, harmless and indemnified from any and all claims, causes of action, suits, judgments, fines and penalties, of every nature whatsoever arising from or related to Lessee's actions or failure to act as required by the Lease (including reasonable attorney fees and court costs incurred in responding to or defending such actions and/or in enforcing this Lease). The rights, obligations and indemnifications provided by this paragraph shall survive the termination or expiration of this Lease.

3. TERM. The term of this lease shall commence on April 8, 2024, and shall continue through and expire on April 27, 2025.

4. RENT. The rent for the subject property shall be \$4,653.50 per year and shall be made in one lump sum payment on or before April 15, 2024. The parties understand and agree that the lease price recited in this Lease is based upon a lease price of Forty-One Dollars and Zero Cents (\$41.00) per acre applied to approximately 113.5 acres of leased premises. Full payment shall be due by April 15, 2024. Rent shall be paid to Starkville Airport, P.O. Box 1424, Starkville, Mississippi 39760. In the event rent is not paid within five (5) days after the due date, Lessee agrees to pay a late charge of 10% of said Rent then due.

The parties further understand and agree that it may become necessary to partially release certain acreage from the terms of this lease by reason of industrial development requirements, aircraft hangar expansion or some other acceptable purpose. As a part of the consideration, the Lessor is given the right at any time to release portions of the leased premises, in which event the leased price shall be reduced by an amount equal to \$26.00 per acre for the acreage so released. In the event that Lessor selects to release acreage in any year after crop year fertilization has been applied to such released acreage, Lessor shall pay to Lessee reasonable and just compensation for damages, for loss of fertilization, or loss of growing crops, in an amount to be certified jointly to the parties by the County Agent of Oktibbeha County, Mississippi and a representative of the Extension Service of Mississippi State University.

5. UTILITIES. Lessee shall pay all utility charges incurred in the operation or occupancy of the Leased Premises.

6. MODIFICATIONS AND IMPROVEMENTS. Lessee may make reasonable modifications and improvements to the Leased Premises at its expense and consistent with its use for agricultural operations, subject to the prior written approval of Lessor, which shall not be unreasonably withheld. Such modifications and improvements shall be completed in a workmanlike manner. All permanently affixed modifications or improvements, shall constitute fixtures and become the property of the Lessor, and Lessee shall not be entitled to compensation therefor, nor shall Lessee remove them from the Leased Premises except Lessee shall, upon the termination of this Lease, be required to remove all signage installed or erected by Lessee. Lessee shall repair any damage to the Leased Premises caused by its removal of signage.

Likewise, Lessee understands, agrees and binds himself that certain airport equipment is, or may be, located within the leased premises, including but not limited to PAPI lights, REIL lights, electrical boxes and transformers, electrical equipment, wind cones, segmented circles, non-directional radio beacons and equipment, runway lighting and drainage structures. Lessee undertakes and agrees that he will operate and conduct the agricultural operation on the premises in such a

manner as to protect any and all such installations from damages from such agricultural operations, and will indemnify and save harmless the Lessor from any loss or expense by reason of such damage which may occur.

7. MAINTENANCE. Lessee shall maintain and keep the Leased Premises in good condition, including, without limitation, clean, landscaped and trimmed, free of hazards and waste, and in a safe condition, and shall return the Leased Premises in the same condition as at the beginning of the term and to a condition purposed for its original intent and use.

8. INSURANCE AND INDEMNITY. Lessee agrees to maintain, at its own expense, public liability insurance written by responsible insurance carriers licensed to do business in the State of Mississippi with policy limits of not less than One Million Dollars (\$1,000,000.00) for any claim arising out of Lessee's use of the Leased Premises, provided that with respect to any occurrence for which liability is limited by the Mississippi Tort Claims Act, such policy may provide for policy limits not less than the amount of the statutory limitation on recoverable damages. Lessee shall maintain crop insurance on the Leased Premises with policy limits not less than One Million Dollars (\$1,000,000.00). Lessee agrees to indemnify, defend and hold harmless Lessor, its representatives, elected officials, employees and agents against all claims, liabilities, damages, costs, penalties, fines and expenses, including attorneys' fees, arising from any act or omission of Lessee in connection with its use and occupancy of the Leased Premises.

9. ASSIGNMENT AND SUBLETTING. Lessee shall not assign this lease or sublet all or any part of the Leased Premises.

10. RIGHT OF FLIGHT. There is hereby reserved to Lessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises hereby leased, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace for landing at, taking off from, or operating on the Airport.

11. OBSTRUCTIONS. Lessee by accepting this lease expressly agrees for itself, its managers, members, employees, representatives, and successors in interest, that it will not erect or permit the erection of any structure or object that would constitute an obstruction to air navigation in the opinion of Airport. In the event the aforesaid covenant is breached, Lessor reserves the right to enter upon the land leased hereunder and to remove the offending structure or object which shall be at the expense of Lessee.

12. RIGHT TO DEVELOP AIRPORT. It is further covenanted and agreed that Lessor reserves the right to further develop or improve the Airport and all roadways, parking areas, terminal facilities, landing areas and taxiways as it may see fit, regardless of the desires or views of Lessee and without interference or hindrance.

13. RIGHT TO AMEND. In the event that the Federal Aviation Administration or its successor requires modifications or changes in this lease as a condition precedent to the granting of funds for the improvement of the Airport, Lessee agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions or requirements

of this Agreement as may be reasonably required to obtain such funds; provided, however, that in no event will Lessee be required pursuant to this paragraph to agree to an increase in the rent provided for hereunder, or a change in the use of the Leased Premises, (provided it is an authorized use hereunder) to which Lessee has put the Leased Premises.

14. COVENANT AGAINST LIENS. Lessee shall not permit any lien to be attached to the Leased Premises by reason of any act or omission of Lessee.

15. HOLDOVER. In the event Lessee continues to occupy the Leased Premises after the expiration of the term of this lease, a monthly tenancy, terminable by either party on one month's notice, shall be created upon the same terms and conditions as set forth herein.

16. SUBORDINATION OF AGREEMENTS. This Lease Agreement shall be subordinate to the provisions and requirements of any existing agreement between and the United States of America, related to the development, operation or maintenance of the Airport or any grant. In the event of future agreements between the parties aforesaid, this Lease Agreement shall subordinate to the provisions and requirements of such future agreements.

17. WASTE.

(a) Lessee shall, at Lessee's own expense, comply with any and all environmental laws pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (as amended), (hereinafter called "CERCLA"), the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act and Amendments of 1980, the Hazardous and Solid Waste Disposal Act Amendments of 1984, (hereinafter called "RCRA") or any other law, rule, regulation, order or ordinance relating to the environment, hazardous or toxic materials or waste, as defined herein, or other controlled or regulated substances. Lessee shall, at Lessee's own expense, make all submissions to, provide all information to, and comply with all requirements of the Environmental Protection Agency (the "Agency") or any other agency or government division or department having jurisdiction, for purposes of compliance with all applicable environmental laws, rules, regulations, orders and ordinances. In the event the Agency or any other governmental agency, division or department should determine that a clean-up plan must be prepared and that a clean-up must be undertaken because of spills or discharges of hazardous substances or waste, as defined herein, at, on or under the leased premises which occurred during the term of this lease, Lessee, at its expense, shall cause such clean-up plan to be prepared and cause such clean-up to be undertaken. Lessee's failure to abide by the terms of this article shall be restrainable by injunction.

(b) Lessee shall provide, at its sole expense, complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport and in compliance with all applicable laws, regulations and orders, of all trash, garbage, oil, fuel products and other refuse generated due to the operation of Lessee's business. Lessee shall have sole responsibility for the proper handling, storage, transportation and removal of hazardous materials, hazardous waste, toxic waste, infectious waste and petroleum waste (all of which materials and substances shall hereinafter be referred to as "Waste") generated by Lessee or used, stored or transported for Lessee's benefit on the leased premises. Lessee shall strictly comply with all state and federal environmental laws and regulations, including proper record keeping. Lessee shall provide for the removal of all such

Waste with reputable, responsible companies, and Lessee will provide to Lessor certificates of proper disposal or destruction. No such Waste shall be placed in regular trash or garbage receptacles or dumpsters. Lessee shall notify Lessor upon receipt of any environmental complaints by third parties or the release of any Waste which is caused by Lessee or a third party as soon as is reasonably possible, but in no event later than forty-eight (48) hours after receipt of the complaint or after the release of the Waste.

(c) Lessee shall maintain the real property upon which the premises are located free of contamination from any of such Waste. Lessee shall bear the expense of remediating and returning the property upon which the premises is located, or any of the real property described herein contaminated by Lessee, to its original, uncontaminated state. In the event that it becomes necessary for Lessor to enter the premises to conduct an environmental assessment, to remediate or clean up any contamination, such entry, remediation or clean-up shall not waive any rights of recovery against Lessee.

(d) The provisions of this agreement regarding Lessee's indemnification of Lessor shall apply to any claim or assertion made against Lessor and any fine, penalty, settlement or award made against Lessor arising out of or in connection with any act or omission of Lessee, its officers, employees or contractors, resulting in a violation of any federal or state environmental laws or regulations, or breaches of this Article, or resulting in the improper release, spillage, storage, disposal or transportation of Lessee's Waste. This indemnity covenant shall survive the termination or expiration of this lease.

18. DEFAULT. In the event of a default by Lessee or violation by Lessee of any terms or provisions of this Agreement, Lessor shall have all recourse against the Lessee provided by this Lease and by law, including the immediate termination of this Lease, and all remedies shall be cumulative and non-exclusive. Lessee agrees to pay Lessor's reasonable attorney's fees and expenses incurred in enforcing any of the terms and provisions of this Lease, in collecting past due rent, and in recovering possession from Lessee, should the service of an attorney be retained by Lessor in so doing.

19. LESSOR'S LIEN. A lien is hereby created in favor of the Lessor and granted by Lessee to the Lessor, as security for the payment of rental and other undertakings provided for herein, upon all of the property of Lessee which may at any time during the term of this Lease be in, about or upon the Leased Premises. Lessor is authorized to file such financing statements as are necessary to perfect the security interest herein.

20. DAMAGES TO PREMISES. Lessor shall not be liable for any damages or injury to Lessee, or any other person, or to any property, occurring on the Leased Premises or any part thereof, or in common areas of the Airport grounds, unless such damage is the sole proximate result of the negligence or unlawful act of Lessor, its agents or employees.

21. GOVERNING LAW. The laws of the State of Mississippi shall govern the interpretation, validity, performance and enforcement of this Lease. If any provision of this Lease should be held invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

22. NOTICE. Written notice or other communications given by either party to the other shall be to the following addresses:

To Lessor: City of Starkville
Attention: Mayor D. Lynn Spruill
110 W. Main Street
Starkville, MS 39759

To Lessee: Kyle Knight
1137 Veterans Memorial Blvd
Eupora, MS 39744
662-552-2608

IN WITNESS WHEREOF, the parties hereto have executed this lease by representatives duly authorized so to do.

LESSEE

KYLE KNIGHT

LESSOR

CITY OF STARKVILLE, MS

BY: _____
D. Lynn Spruill, Mayor

ATTEST:

Lesa Hardin, City Clerk

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before the undersigned authority in and for the county and state aforesaid within my jurisdiction the within named **KYLE KNIGHT**, and who acknowledged that he signed and delivered the above and foregoing Lease on the day and year therein mentioned with full authority so to do.

Given under my hand and seal, this the _____ day of _____, 2024.

NOTARY PUBLIC

(S E A L)

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

Personally appeared before the undersigned authority in and for the county and state aforesaid within my jurisdiction the within named **D. Lynn Spruill and Lesa Hardin**, known to me to be the Mayor and Clerk, respectively, of the City of Starkville, Mississippi, and that for an on behalf of said municipality, and as its act and deed, they signed and delivered the above and foregoing instrument for the purposes mentioned on the day and year therein mentioned, after first having been duly authorized by said municipality so to do.

Given under my hand and seal, this the _____ day of _____, 2024.

NOTARY PUBLIC

(S E A L)

MY COMMISSION EXPIRES:

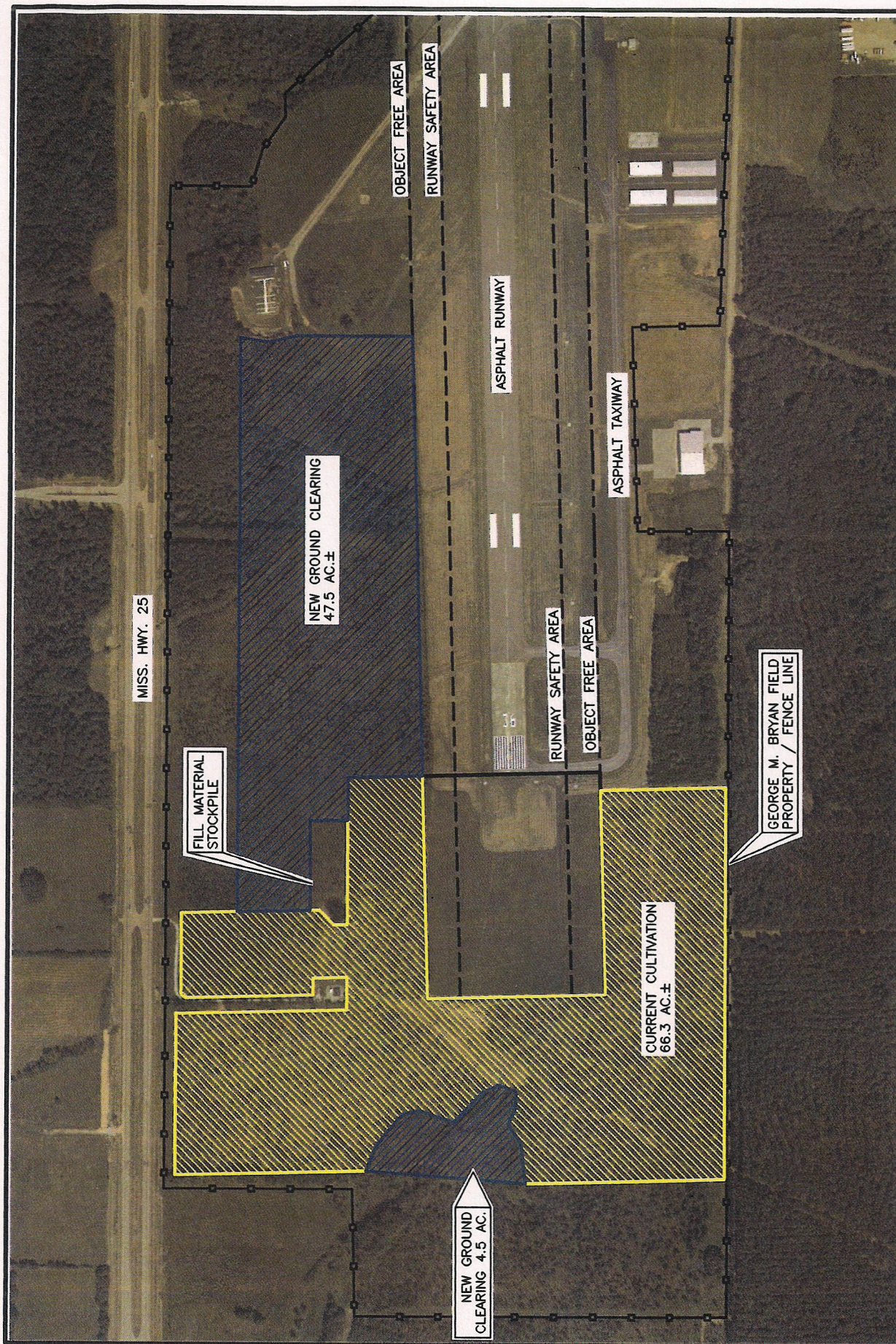


FIGURE 1	LAND AVAILABLE FOR AGRICULTURAL LEASE	
SCALE: 1" = 600'± DATE: FEBRUARY 2017	GEORGE M. BRYAN FIELD STARKVILLE, MISSISSIPPI	CLEARWATER CONSULTANTS, INC. STARKVILLE, MISSISSIPPI

BRISLIN, INC.

4051 MILITARY ROAD
COLUMBUS, MS 39705
662-328-5814
WWW.BRISLININC.COM

**MECHANICAL SERVICE AGREEMENT
AND MAINTENANCE CONTRACT**

SUBMITTED TO:

City of Starkville
Starkville City Hall
110 West Main Street
Starkville, MS 39759

BY:

BRISLIN, INC.
4051 Military Road
Columbus, MS 39705

FOR:

HVAC Services from
March 1, 2024 to February 28, 2025



AIR CONDITIONING • HEATING • VENTILATION
INDUSTRIAL SHEET METAL FABRICATION
COMMERCIAL PLUMBING • PROCESS PIPING

At Brislin, Inc. our primary goal is to maximize your comfort level, year-round. As part of this commitment, we offer affordable inspections and maintenance agreements designed to provide increased energy efficiency, reduce mechanical failures, improve comfort conditions, and protect the performance and longevity of your heating and air conditioning equipment.

We propose to furnish inspection and maintenance as specified below:

COVERED EQUIPMENT:

See Attached - Equipment List

WE AGREE TO:

- Schedule and perform maintenance services during our normal working hours, Monday – Friday 7:00 am-4:00 pm.
- Provide all material and labor to inspect, service, and perform minor repairs to the equipment listed herein at least four (4) times per year per attached Maintenance / Inspection checklist.
- Furnish you with a complete copy of the Maintenance / Inspection checklist indicating what repairs, if any, are necessary following each inspection.
- Perform repairs and improvements not covered by this agreement, upon receipt of proper authorization from you, for additional cost at a labor rate per man not to exceed \$105.00 per hour during regular working hours and furnish parts at list price less 10% discount. Emergency service will be available at an additional overtime cost of \$115.00 per hour for after normal operating hours, weekends and holidays.
- Instruct you in the operation of equipment to provide for greatest operating efficiency.
- Priority service over non-agreement customers.

YOU AGREE TO:

- Provide us reasonable access to all areas and equipment.
- Allow us to stop and start equipment as necessary for the completion of services.
- Allow us to perform minor repairs, without prior authorization, if discovered during the scheduled maintenance. Minor repairs are considered to be those not exceeding \$300.00 for replacement parts, refrigerant, and labor per system.
- Allow us to perform an additional washing of coils, without prior notification, if visual inspection indicates coils are dirty. Additional coil cleaning will be invoiced on a time and material basis.
- Operate the subject equipment in accordance with the manufacturer's guidelines of operation.
- Promptly notify us of any problems or unusual operating conditions of the subject equipment.
- Permit only our personnel to work on the subject equipment.

EXCLUSIONS:

- Air distribution system, including ductwork, supply air grilles, return air grilles, return air chases, and equipment platforms.
- Plumbing systems, including water supply, drains, and water heaters.
- Electrical service beyond the subject equipment disconnect switch (control wiring excepted).
- Moving or relocating the subject equipment.
- Repair due to damages caused by fire, flood, weather, acts of God, acts of war, abuse, or the improper use of equipment.
- Work made necessary by the enforcement of government codes, building and union regulations.
- Internal inspection of boiler(s) or any other pressure vessel(s), if applicable.

TERMS & CONDITIONS:

This agreement shall remain in effect for one year beginning in March 2024 and shall be renewed annually by endorsement unless either party gives 30 days' written notice of termination. If the equipment covered is altered, modified, changed, or moved, this agreement may be adjusted accordingly or terminated.

Inspection and service will be furnished by us as follows:

1. One (1) full service which includes washing of evaporator and condenser coils, replacing Multi-pleated Merv-10 filters, and replacing belts, if applicable.
2. Three (3) inspection services, which includes replacing filters and visual inspection of coils.

Your cost of this Maintenance Agreement: \$4,900.00 per year plus tax;

Payable in four (4) equal amounts of \$1,225.00 per service, plus tax.

During the fulfillment of this agreement, we will take all reasonable precautions to avoid injury to persons and damage to property.

This proposal will become an agreement by and between Brislin and you if accepted by authorized representative signature of both parties below. This agreement contains the entire agreement between the parties, and no rights are created in favor of either party other than as specified. There are no other parties to this agreement.

Respectfully submitted:
BRISLIN, INC.



Quinn Brislin
Vice President

Your approval:

Signature: _____

Printed: _____

Title: _____

Date: _____


Lynn Spruill
Mayor
3-5-2024

HVAC MAINTENANCE / INSPECTION CHECKLIST



CUSTOMER: STARKVILLE CITY HALL
ADDRESS: 110 WEST MAIN STREET
CITY/STATE: STARKVILLE, MS
CONTACT: LESA HARDIN 662-323-2525 EXT: 3117
NOTES: 7 UNITS – APRIL SERVICE – 1ST MSA
L.S. ON: 01/11/24 **WO#**

Weather Conditions	
☐ Rainy	☐ Clear
☐ Cloudy	☐ Partly Cloudy
☐ Humid	
Outside Temp	Inside Temp (Avg)

✓ COMPLETE	- NOT REQUIRED	N/A – NOT APPLICABLE
------------	----------------	----------------------

- ☐ 1. Clean drain pan & lines. Add algaecide tablets.
- ☐ 2. Check performance & service of all major components.
-Document any deficiencies found.
- ☐ 3. Lubricate moving parts needed.
- ☐ 4. Check refrigerant charge & record. (annually or as needed)
- ☐ 5. Test amperage & voltage & record. (annually or as needed)
- ☐ 6. Inspect for oil & refrigerant leaks. Document any leaks found.
- ☐ 7. Check operating & safety controls & adjust or repair as needed.
- ☐ 8. Check air distribution temperatures & record.
- ☐ 9. Inspect condenser & evaporator coils.
- ☐ 10. Wash evaporative & condenser coils (*coil cleaner OR water*)
- ☐ 11. Clean/brush evaporative coils
- ☐ 12. Tighten electrical connections on equipment as needed
- ☐ 13. Check belts & drives, tighten as needed
- ☐ 14. Replace belts (if required)
- ☐ 15. Check temperature control system & make minor repairs.
-Document any deficiencies found
- ☐ 16. Check & adjust economizer linkage & controls (if applicable)
- ☐ 17. Replace filters & wash air filters (includes OSA filters)
- ☐ 18. Check heating section & controls. - Document any deficiencies found.

Filters / Belts	
12) 16x20x2	4) BX68
2) 16x25x2	
28) 20x20x2	
11) 20x25x2	
2) 20x30x2	
2) WASHABLE	

REMARKS:

CUSTOMER'S SIGNATURE

DATE

SERVICE MANAGER

TECHNICIAN'S SIGNATURE

DATE

SCHEDULED DATE

DATE: _____

EQUIPMENT LIST

SYS #	EQUIP. TYPE	BRAND	MODEL #	SERIAL #	FILTERS	BELTS	LOCATION / NOTES
RTU1		TRANE	YHD180F3RXA03D	144510117D	8) 20X20X2 4) 16X20X2	1) BX68	FIRST FLOOR COURT CLERK
RTU2		TRANE	YHD180F3RXA03D	144510113D	8) 20X20X2 4) 16X20X2	1) BX68	FIRST FLOOR COURT ROOM
RTU3		TRANE	YHD180F3RXA03D	144510131D	8) 20X20X2 4) 16X20X2	1) BX68	FIRST FLOOR CITY CLERK
RTU4		TRANE	YHC092F3RXABCOC	144410384L	4) 20X25X2	DD	2ND FLOOR - MAYOR
RTU5		TRANE	YHD150F3RXB04D	144510714D	4) 20X20X2 4) 20X25X2	1) BX68	SECOND FLOOR
RTU6		TRANE	YHC120E3RXA0ZCOC	144312859L	3) 20X25X2 2) 20X30X2	DD	SECOND FLOOR SHELL - SOUTH
#7A	SPLIT	TRANE	TDH1B065A9H31BA 4TTA3036B3000AA	15075K5B7G 141318KW3F	1) 16X25X2	DD	MEZZANINE
#7B	SPLIT	TRANE	TDH1B065A9H31BA 4TTA3036B3000AA	14343Y92G 14184YLN3F	1) 16X25X2	DD	MEZZANINE
	2) MINI-SPLITS				2) WASHABLE		1) INSTALLED BY BRISLIN 1) INSTALLED BY OTHER

10. CONSIDERATION TO EXTEND JILLIAN DUTCHER AS A TEMPORARY FULL-TIME DEPUTY COURT CLERK UNTIL JUNE 27, 2024.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 5, 2024 Official Agenda, and to accept items for consent, whereby the “approval extend Jillian Dutcher as the temporary full-time Deputy Court Clerk in the Municipal Court Department until June 27, 2024” is enumerated, this consent item is thereby approved.

11. 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 Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 5, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the discipline recommended by Sanitation Director Chris Smiley as a result of I.A.#03052024 for a Starkville Sanitation Worker” is enumerated, this consent item is thereby approved.

12. CONSIDERATION TO PURCHASE YOUTH BASEBALL AND SOFTBALL UNIFORMS FROM THE LOWEST QUOTE FROM REX SPORTS IN THE AMOUNT OF \$15,215.25.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 5, 2024 Official Agenda, and to accept items for consent, whereby the “approval to purchase Youth Baseball and Softball uniforms from the lowest quote from Rex Sports in the amount of \$15,215.25” is enumerated, this consent item is thereby approved.

Two Quotes: Rex Sports - \$15,215.25 and Custom Ink - \$19,091.52

13. APPROVAL TO PURCHASE 2 GAS POWERED GOLF CARTS AT THE LOWEST QUOTE FROM GTO GOLF KARS IN THE AMOUNT OF \$9,250.00 EACH.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 5, 2024 Official Agenda, and to accept items for consent, whereby the “approval to purchase lowest quote from GTO Golf Kars in the amount of \$18,500 for 2 gas powered golf carts” is enumerated, this consent item is thereby approved.

Two quotes received: saferwholesale.com - \$28,399.90 and GTO Golf Karts - \$18,500.00

Cost to Rent Golf Cart:

- \$550 per weekend for (1 cart)
- \$1,000 per weekend for (2 carts)

Number of Weekends Scheduled: 40

Rent for 1 year:

- (1) Cart would be \$22,000
- (2) Carts would be \$35,000

14. CONSIDERATION TO AMEND THE EXISTING CONTRACT WITH PERRY WEATHER TO ADD 1 ADDITIONAL EMERGENCY SPEAKER FOR THE CORNERSTONE PARK IN THE AMOUNT OF \$4,800.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 5, 2024 Official Agenda, and to accept items for consent, whereby the “approval to amend the existing contract to add 1 perry weather emergency speaker for the Cornerstone Park in the amount of \$4,800” is enumerated, this consent item is thereby approved.

15. CONSIDERATION TO DECLARE THE 2010 CROWN VIC (VIN ENDING IN 7329) AS SURPLUS AND ADVERTISE FOR SALE TO THE HIGHEST BIDDER ON GOVDEALS.COM, DISCARD, OR SELL DIRECTLY TO A SCRAP DEALER.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 5, 2024 Official Agenda, and to accept items for consent, whereby the “approval to declare the 2010 Crown Vic (Vin ending in 7329) as surplus and advertise for sale to the highest bidder on govdeals.com, discard, or sell directly to a scrap dealer” is enumerated, this consent item is thereby approved.

16. CONSIDERATION FOR CPL. ANGELICA COLBERT AND CSI SHANNA CUNNINGHAM TO ATTEND THE BASIC BLOODSTAIN PATTERN ANALYSIS COURSE INSTRUCTED BY FORENSIC PIECES TRAINING & CONSULTING 3/18/2024 – 3/22/2024 IN HOOVER, ALABAMA IN AN APPROXIMATE AMOUNT OF \$2,650.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 5, 2024 Official Agenda, and to accept items for consent, whereby the “approval for Cpl. Angelica Colbert and CSI Shanna Cunningham to attend the Basic Bloodstain Pattern Analysis course instructed by Forensic Pieces Training & Consulting with advance costs of approximately \$2,650.00” is enumerated, this consent item is thereby approved.

17. CONSIDERATION TO CALL FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 205 WARE ST., STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 118O-00-180.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 5, 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 205 Ware St., Starkville, MS 39759, with the parcel number 118O-00-180.00 is a menace to the public health, safety, and welfare of the community based on information provided to the Board” is enumerated, this consent item is thereby approved.

18. CONSIDERATION TO CALL FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 204 YEATES ST., STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 102B-00-001.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 5, 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 204 Yeates St., Starkville, MS 39759, with the parcel number 102B-00-001.00 is a menace to the public health, safety, and welfare of the community based on information provided to the Board” is enumerated, this consent item is thereby approved.

19. CONSIDERATION TO ACCEPT THE LOWEST QUOTE FROM EVERYDAY LAND MANAGEMENT FOR LANDSCAPING AND MAINTENANCE IN THE AMOUNT OF \$5,097.17 MONTHLY FOR A TOTAL OF \$45,874.53 FOR NINE MONTHS OF SERVICE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 5, 2024 Official Agenda, and to accept items for consent, whereby the “approval to accept the lowest quote from Everyday Land Management for landscaping and maintenance in the amount of \$5,097.17 monthly for a total of \$45,874.53 for nine months of service” is enumerated, this consent item is thereby approved.

Quotes: Everyday Land Management -\$5,097.17 mo./\$45,874.53 total (9 months), Fair Price Landscaping-\$7,500.00 mo./\$67,500.00 total (9 months) and SGK Landscapes - \$9,994.96 mo./\$89,954.64 total (9 months)

20. CONSIDERATION FOR THE MAYOR TO SIGN THE AERATOR DESIGN CONTRACT TO ACCEPT THE BRUSH ROTOR DESIGN ALTERNATIVE PROPOSAL FROM GARVER FOR THE ERNEST E. JONES WASTEWATER TREATMENT PLANT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 5, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the Mayor to sign the Aerator Design Contract with Garver” is enumerated, this consent item is thereby approved. The contract follows this page.

21. CONSIDERATION OF ACCEPTING GRANT AGREEMENT MODIFICATION #1 TO THE MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT FOR THE AERATOR REPLACEMENT PROJECT FOR THE WASTEWATER TREATMENT PLANT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 5, 2024 Official Agenda, and to accept items for consent, whereby the “approval of accepting Grant Agreement Modification #1 to the Municipality and County Water Infrastructure (MCWI) Grant for the Aerator Replacement project for the wastewater treatment plant” is enumerated, this consent item is thereby approved. The proposed grant modification follows the Garver contract.

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS:

Mayor Spruill recognized Boy Schout Troop 14 in attendance as a step towards their citizenship badges. She then wished Starkville resident Jennifer Jefferies good luck in her American Idol journey. The Mayor then introduced two new employees.

BOARD OF ALDERMEN COMMENTS:

Alderman Rupp invited the public to a fundraiser coming up at Rick’s Café benefiting the Humane Society.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, noted that today’s youth seemed to be wanting to live as criminals. He looks forward to the Needmore Center being open for elections again.

PUBLIC APPEARANCE: None



**TASK ORDER #14
FOR PROFESSIONAL SERVICES
STARKVILLE UTILITIES**

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

1. **Specific Project Title:** Starkville WWTP Aeration Improvements
2. **Description:** Generally, the Scope of Services includes professional services for the design and bid phase services for improvements to the Starkville Utilities Ernest E. Jones Wastewater Treatment Plant (WWTP). Specifically, this project will consist of rehabilitation of the aeration equipment in the existing oxidation ditches as well as construction of a new electrical building.
3. **Scope of Services:** In accordance with the Agreement for Professional Services and as described in this Task Order, the services to be performed consist of the following (refer to Exhibit A for a detailed Scope of Services to be performed under this Task Order):

Task 1 Surveys

Task 2 Preliminary Design Phase Services

Task 3 Final Design Phase Services

Task 4 Bid Phase Services

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

4. MSA Additions

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

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

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

5. OWNER's Responsibilities: As indicated in Master Agreement.

- a. The OWNER will provide GARVER access to the wastewater treatment plant.
- b. The OWNER will provide GARVER with access to SCADA information as necessary.
- c. The OWNER will provide GARVER with all requested documents related to the wastewater treatment plant and associated systems.



6. **Schedule:** Discounting unforeseen conditions and circumstances beyond GARVER's control, GARVER shall complete the items described above and complete this task prior to September 1, 2024.
7. **Payment to Engineer:**
- a. The total compensation to GARVER for the services identified by this Task Order shall be on a lump sum basis with a fee amount of (\$671,400).
 - b. Any additional work beyond the scope of services defined in this Task Order, and authorized by the OWNER, shall be paid for in a subsequent Task Order.
8. **Subconsultants:** None.
9. **Other Amendments to Master Agreement:** None.
10. **Attachments:**
- a. **Exhibit A – Scope of Services**

Approval and Acceptance

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

The Effective Date of the Task Order is _____, 2024.

Owner:
STARKVILLE UTILITIES

Engineer:
GARVER



Signature
Lynn Spruill, Mayor
3-5-2024



Signature
R. Wesley Cardwell, PE
Business Team Leader



2111 Parkway Office Circle
Suite 100
Birmingham, AL 35244
TEL 205.443.3080
FAX 205.313.6454
www.GarverUSA.com

STARKVILLE UTILITIES

ERNEST E. JONES WWTP – AERATION IMPROVEMENTS

DETAILED DESIGN, BIDDING, AND CONSTRUCTION ADMINISTRATION SERVICES

EXHIBIT A – SCOPE OF SERVICES

General

Generally, the Scope of Services includes professional services for the design, bidding, and construction phase services for improvements to the Starkville Utilities (OWNER) Ernest E. Jones Wastewater Treatment Plant (WWTP). Specifically, this project will consist of rehabilitation of the aeration equipment in the existing oxidation ditches as well as construction of a new electrical building.

The Ernest E. Jones WWTP is an activated sludge treatment facility that utilizes two oxidation ditches for biological treatment. This process was placed into operation in 1979 with horizontal brush rotors to provide the necessary oxygen to the activated sludge process. The rotors have been replaced three times, most recently in 2021 with disc-style horizontal rotors. The existing disc rotor equipment has experienced multiple ongoing failures despite numerous attempts to address the perceived contributing factors. GARVER recently completed an Aeration Improvements Evaluation to identify and evaluate alternatives to replace the existing rotor equipment. This effort recommended replacement of the existing rotor equipment with brush-style horizontal rotors as well as structural improvements to the existing basins designed specifically for the new rotor system. Additionally, GARVER has recommended improvements to the existing electrical system to address aged electrical gear that present safety risks to staff and are no longer capable of being used for the aeration upgrades. These improvements will include construction of a new electrical building with space provided for future electrical gear to feed the other treatment processes at the WWTP as future projects are undertaken. This project consists of the detailed design of these recommended improvements as well as bid-phase and construction-phase services. It is anticipated that the final documents will include a base bid to complete all Work and a deductive alternate for the electrical building and associated electrical improvements.

Task 1 – Surveys

GARVER will conduct topographic surveys for the project. This survey will be tied to the OWNER's control network. Field surveying, utilizing radial topography methods, will be conducted at intervals and for distances along the project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements. This survey effort will locate buildings and other structures, streets, drainage features, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by the OWNER, and any other pertinent topographic features that may be present at the location of the improvements. Additionally, this effort shall include field verification of hydraulic structures, including survey of critical top of concrete, invert, and other hydraulic control structure elevations. Control points will be established for use during construction.

Task 2 – Preliminary Design Phase Services

The preliminary design phase will represent approximately 50 percent of final construction documents with a submittal to include preliminary plans and an Opinion of Probable Construction Cost (OPCC) estimate. This submittal will not include a preliminary design report or "front end" contract documents. OWNER comments will be discussed at the Preliminary Design Workshop. GARVER will incorporate comments from the OWNER on the Preliminary Design in the Final Design Phase.

Specifically, GARVER shall complete the following efforts as part of the Preliminary Design Phase:

2.1. GARVER will provide the following services throughout the Preliminary Design Phase effort:

- a. Monthly project progress and schedule updates.
- b. Prepare and submit invoices for progress payments.

2.2. GARVER will prepare for and conduct project meetings to include:

- a. GARVER will conduct one (1) Project Kick-Off Meeting. This effort will include meeting minutes that document project goals and objectives, discussions and action items identified during the meeting, and project schedule.
- b. Following the Project Kick-Off Meeting, GARVER will conduct one field investigation to visually inspect existing facilities to compare with available record drawing information and to meet with operations and maintenance staff.

2.3. Funding Agency Coordination

- c. GARVER will coordinate with the Mississippi Department of Environmental Quality (MDEQ) and the Mississippi Department of Finance and Administration to identify, plan, and complete the necessary requirements for the Mississippi Municipality & County Water Infrastructure (MCWI) Grant / American Rescue Plan Act (ARPA) grant funds. It is anticipated that this will include:
 - (i.) GARVER will schedule and attend a meeting with the Department to discuss the intent of the project, the desired schedule to bid the project by the OWNER, necessary review submittals and interim milestone dates, the proposed bidding process and any required modification to satisfy program requirements, and final contract document requirements. This meeting will be scheduled immediately following Notice to Proceed.
 - (ii.) Submission of the final plans, specifications, and contract documents for review. The anticipated design schedule presented herein may require modification to meet the desired bid date.

2.4. Preliminary Design Drawings and Specifications

- a. GARVER anticipates the preliminary design drawings will include the following:
 - (i.) Site Plan
 - (ii.) Hydraulic Profile
 - (iii.) Demolition Details

- (iv.) Preliminary Process and Instrumentation Diagrams (P&IDs)
 - (v.) A preliminary layout of the proposed improvements to include major structures, facilities, and process equipment
 - (vi.) Preliminary Electrical One-Line Diagrams
- b. Specifications will be prepared in general conformance with the fifty-division format of the Construction Specifications Institute. For the preliminary design submittal, technical specifications will be limited to the major equipment items only.

2.5. Preliminary Design OPCC

- a. GARVER will prepare an OPCC based on information obtained during the preliminary design phase. For preliminary design, GARVER will consider these opinions as estimates and the expected range of accuracy for this type of estimate is -20 percent to +30 percent of the estimated construction cost. This accuracy level will be adjusted based on the detail of the preliminary design documents. The OPCC will be presented as part of the Preliminary Design Review Workshop.

2.6. Preliminary Design Review Workshop

- a. GARVER will lead and participate in a Preliminary Design Review Workshop with the OWNER to deliver and review the preliminary design effort. GARVER will provide the OWNER with preliminary design deliverables to be submitted electronically. The workshop will be held at the OWNER's location and major items of discussion will include:
 - (i.) Review and refinement of process design criteria.
 - (ii.) Review and refinement of preliminary P&IDs and preliminary selection of instrumentation.
 - (iii.) Review and refinement of preliminary electrical one-line drawings.
 - (iv.) Review and refinement of the preliminary site plan and facility layouts.
 - (v.) Review of proposed construction sequencing to identify any potential operational conflicts or interruptions that may occur during construction.
 - (vi.) Review of proposed process control parameters and facility provisions for necessary operational and maintenance practices.
 - (vii.) Present Preliminary Design OPCC.
- b. GARVER will prepare meeting minutes and distribute to all attendees following the workshop that document discussions and action items identified during the workshop along with an updated project schedule. Upon completion of the meeting, GARVER shall proceed with Final Design Phase Services with approval from OWNER.

2.7. Preliminary Design Deliverables

- a. The following preliminary design deliverables will be provided to OWNER:

- (i.) Electronic (PDF) and three (3) hard copies of the draft Preliminary Design Drawings and technical specifications (major equipment only).
- (ii.) Electronic (PDF) copies of the Preliminary Design Workshop meeting minutes including the workshop presentation and OPCC.

Task 3 – Final Design Phase Services

During the Final Design phase of the project, GARVER will develop final designs to prepare bid plans and specifications for one (1) construction contract, including final construction details, special provisions, and OPCC. The Final Design phase is anticipated to have two (2) major submittals: 90 percent and 100 percent. At each submittal, an OPCC will be prepared with an appropriate bidding contingency and escalation to mid-point of construction based upon the level of design.

Specifically, GARVER will complete the following efforts as part of the Final Design phase:

3.1. GARVER will perform the following project coordination tasks throughout the Final Design Phase effort:

- a. Monthly project progress and schedule updates.
- b. Prepare and submit invoices for progress payments.

3.2. Drawings and Specifications

- a. Based upon the results of the approved Preliminary Design by the OWNER, GARVER will develop plans, specifications, and front-end documents as part of the Final Design effort for a single construction contract.
- b. Specifications will be prepared in general conformance with the fifty-division format of the Construction Specifications Institute. The specifications will include OWNER's standard front-end documents.

3.3. Final Design OPCC

- a. GARVER will prepare updates to the OPCC based on information obtained and developed during the Final Design phase. For Final Design, GARVER will consider these opinions as estimates and the expected range of accuracy for this type of estimate for the 60 percent design stage and 90 percent design stage is +/- 20 percent and +/- 15 percent, respectively. The OPCC estimate updates will be presented at each of the Final Design Review Workshops.

3.4. Final Design Review Workshops

- a. GARVER will lead and participate in a Final Design Review Workshop with the OWNER for 90 percent Final Design Phase submittal milestone. This workshop will be held at the OWNER's office to solicit comments and feedback.
- b. GARVER will prepare and distribute meeting minutes to all attendees following the workshop that document discussions and action items along with an updated project schedule.
- c. GARVER will coordinate and submit plans and specifications to MDEQ upon OWNER's approval of the 90 percent documents. This will include submitting any necessary forms,

notices, permits or other notices. Any costs associated with submittal of documents for review shall be paid by OWNER.

3.5. Contract Documents

- a. The Contract Documents represent bid-ready design drawings and specifications, signed and sealed. GARVER will combine drawings and specifications with OWNER's standard front-end documents and any other information as required by OWNER to competitively bid the work and to create a Contract Documents package.

3.6. Final Design Deliverables

- a. The following final design deliverables will be provided to the OWNER:
 - (i.) Electronic (PDF) and three (3) hard copies of the draft 90% Design Documents (half-size drawings and technical specifications).
 - (ii.) Electronic (PDF) copies of the 90% Final Design Workshop meeting minutes including the workshop presentation and OPCC.
 - (iii.) Electronic (PDF) copy to be sent to MDEQ for review.
 - (iv.) Electronic (PDF) and three (3) hard copies of the final, bid-ready 100% Design Documents (half-size drawings and technical specifications).

Task 4 – Bid Phase Services

Upon completion of the design services and approval of the final project documents by the OWNER, GARVER will provide the following services to the OWNER for a single bid phase:

4.1. Bidding Assistance

- a. The bidding period for prospective bidders is anticipated to be a 30-day period. During the bidding period phase of the project, GARVER will:
 - (i.) Prepare and submit Advertisement for Bids to OWNER for submission to newspaper(s) for publication. Costs for advertisement will be paid by OWNER.
 - (ii.) Assist OWNER staff with posting Advertisement for Bids, construction contract documents, and any associated information to OWNER's online plan room.
 - (iii.) Support the Contract Documents by preparing addenda, as appropriate, and assisting OWNER staff with posting addenda documents OWNER's for posting to OWNER's online plan room .
 - (iv.) Participate in one mandatory pre-bid meeting.
 - (v.) Prepare a mandatory pre-bid meeting agenda. Following OWNER authorization, assist with posting the pre-bid meeting minutes with attendance record on OWNER's online plan room.
 - (vi.) Participate and chair a site tour of the WWTP following the mandatory pre-bid meeting by interested pre-bid meeting attendees and other interested parties.

- (vii.) Attend the bid opening process. OWNER will manage and perform bid opening. GARVER will provide bid opening sheets for use prior to date of bid opening.
- (viii.) Prepare and certify a bid tabulation.
- (ix.) Evaluate bids and prepare Recommendation of Award for presentation by OWNER's staff.
- (x.) Prepare construction contracts.
- (xi.) Prepare conformed documents for the convenience of the Contractor. Four (4) hard copies of the final, conformed documents (three (3) sets half-size drawings and one (1) set full-size drawings for each plan set; four (4) copies of technical specifications) will be prepared and delivered to OWNER for distribution to Contractor and OWNER's staff.

Task 5 – Construction Phase Services

Construction Phase Services will be developed and included as part of a future Task Order upon completion of the Final Design Phase Services task.

Extra Work

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

1. Construction phase services.
2. Redesign for the OWNER's convenience or due to changed conditions after previous alternate direction and/or approval.
3. Design or planning for facilities beyond the scope of this project, as detailed herein.
4. Contractor prequalification (the bid documents will include a Qualification Statement that the bidders will be required to submit along with their bid).
5. Submittals or deliverables in addition to those listed herein.
6. Meetings and/or Workshops in addition to those listed herein.
7. Geotechnical services.
8. Environmental services.
9. Preparation of a Storm Water Pollution Prevention Plan (SWPPP). The construction contract documents will require the Contractor to prepare, maintain, and submit a SWPPP to MDEQ.
10. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
11. Floodplain delineation, hydraulic/hydrology analysis, No-Rise Certification and/or coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
12. Operations and Maintenance Manual.

Compensation

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

Phase Description	Amount	Basis of Compensation
Task 1 – Survey	\$12,500	Lump Sum
Task 2 – Preliminary Design Phase Services	\$323,600	Lump Sum
Task 3 – Final Design Phase Services	\$295,600	Lump Sum
Task 4 – Bid Phase Services	\$39,700	Lump Sum
Task 5 – Construction Phase Services	TBD	-
Total Amount	\$671,400	-

Schedule

GARVER shall begin work under this Agreement within five (5) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

Phase Description	Calendar Days
Task 1 - Surveys	30 days from Notice to Proceed
Task 2 – Preliminary Design, 50% submittal	60 days from Notice to Proceed
Task 3 – Final Design, 90% Submittal	45 days from approval of 50% Design Documents
Task 3 – Final Design, MDEQ Submittal	45 days from approval of 50% Design Documents
Task 3 – Final Design, Bidding Documents	14 days from approval of 90% Design Documents by OWNER
Task 4 – Bidding Services, Bidding	Immediately upon completion of Final Design and Contractor Prequalification
Task 8 – Construction Phase Services	TBD

PUBLIC HEARINGS:

THIRD PUBLIC HEARING AND CONSIDERATION OF THE ADOPTION OF A SECURITY CAMERA ORDINANCE FOR CERTAIN RETAIL AND PROFESSIONAL CENTERS OF A DEFINED SIZE.

Mayor Spruill opened the Public Hearing by noting there have been two previous public hearings and a work session on this topic with several modifications made throughout the process. The Ordinance has been updated to reflect properties with 10,000 sq feet (instead of original 5,000), 50 parking spaces (instead of original 25) and 18 months to comply (instead of original 12).

Alvin Turner, Ward 7, stated he felt cameras would provide additional security to keep citizens safe.

George Sherman, speaking against the Ordinance, asked that the burden of cost be placed on all citizens and not just a few businesses.

There being no additional comments from the general public, the Mayor closed the Public Hearing. She then asked Police Chief Ballard to present an overview of his recent work session presentation.

22. CONSIDERATION OF THE ADOPTION OF A SECURITY CAMERA ORDINANCE FOR CERTAIN RETAIL AND PROFESSIONAL CENTERS OF A DEFINED SIZE.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Perkins, for the Board of Aldermen to approve the adoption of a security camera Ordinance for certain retail and professional centers of a defines size as presented, the Board voted as follows:

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

Having not received a majority affirmative vote, Mayor Spruill declared the motion failed.

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.

City Code Enforcement Officer Sarah Perez presented the property for consideration. Initial inspection of 201 Ruth Rd, Starkville, MS 39759, with the parcel number 159J-00-028.01, was performed by Code Enforcement Officer Sarah Perez on Thursday, January 4, 2024, and re-inspection on Saturday, January 20, 2024 by Code Enforcement Officer Sarah Perez. Both inspections contained conditions not suitable for public health and safety such as, multiple holes in the side of the structure, water damage, roof damage, and overall upkeep of the property being neglected and natural deterioration over time. An administrative warrant was issued on Saturday, January 20, 2024, and executed on Sunday, January 21, 2024, at approximately 14:46 hrs. Photographs were taken of the outside of the structure, as well as some taken through windows and open doors.

Public Notices of the public hearing were posted on the front entrance window at City Hall on Wednesday, February 7, 2024. Notification letters of the public hearing were sent on Wednesday, February 7, 2024, to the property tax payer/owner Dewight Prisock and Roberta Prisock, 64 Lakeside Dr, Starkville, MS 39759, and also to the mailing address for the subject property. Public Notices of the public hearing were posted on the subject

property and a third inspection of the property was done on Thursday, February 8, 2024, showing that no attempts to resolve the issues have been made.

The final inspection was done by Officer Sarah Perez before submission of documents on Thursday, February 22, 2024 at approximately 14:41 hrs.

Mayor Spruill opened the Public Hearing. There being no comments from the general public, the Mayor closed the Public Hearing. A second Public Hearing will be held March 19, 2024.

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.

City Code Enforcement Officer Sarah Perez presented the property for consideration. Initial inspection of 245 Ruth Rd, Starkville, MS 39759, with the parcel number 159J-00-028.01, was performed by Code Enforcement Officer Sarah Perez on Thursday, January 4, 2024, and re-inspection on Saturday, January 20, 2024 by Code Enforcement Officer Sarah Perez. Both inspections contained conditions not suitable for public health and safety such as, multiple holes in the side of the structure, water damage, roof damage, and overall upkeep of the property being neglected and natural deterioration over time. An administrative warrant was issued on Saturday, January 20, 2024, and executed on Sunday, January 21, 2024, at approximately 14:46 hrs. Photographs were taken of the outside of the structure, as well as some taken through windows and open doors.

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Mayor Spruill opened the Public Hearing. There being no comments from the general public, the Mayor closed the Public Hearing. A second Public Hearing will be held March 19, 2024.

FIRST 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.

City Code Enforcement Officer Sarah Perez presented the property for consideration. Initial inspection of 305 Ruth Rd, Starkville, MS 39759, with the parcel number 159J-00-028.01, was performed by Code Enforcement Officer Sarah Perez on Thursday, January 4, 2024, and re-inspection on Saturday, January 20, 2024 by Code Enforcement Officer Sarah Perez. Both inspections contained conditions not suitable for public health and safety such as, multiple holes in the side of the structure, water damage, roof damage, and overall upkeep of the property being neglected and natural deterioration over time. An administrative warrant was issued on Saturday, January 20, 2024, and executed on Sunday, January 21, 2024, at approximately 14:46 hrs. Photographs were taken of the outside of the structure, as well as some taken through windows and open doors.

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to the mailing address for the subject property. Public Notices of the public hearing were posted on the subject property and a third inspection of the property was done on Thursday, February 8, 2024, showing that no attempts to resolve the issues have been made. The final inspection was done by Officer Sarah Perez before submission of documents on Thursday, February 22, 2024 at approximately 14:45 hrs.

Mayor Spruill opened the Public Hearing. There being no comments from the general public, the Mayor closed the Public Hearing. A second Public Hearing will be held March 19, 2024.

FIRST 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.

City Code Enforcement Officer Sarah Perez presented the property for consideration. Initial inspection of 325 Ruth Rd, Starkville, MS 39759, with the parcel number 159J-00-028.01, was performed by Code Enforcement Officer Sarah Perez on Thursday, January 4, 2024, and re-inspection on Saturday, January 20, 2024 by Code Enforcement Officer Sarah Perez. Both inspections contained conditions not suitable for public health and safety such as, multiple holes in the side of the structure, water damage, roof damage, and overall upkeep of the property being neglected and natural deterioration over time. An administrative warrant was issued on Saturday, January 20, 2024, and executed on Sunday, January 21, 2024, at approximately 14:46 hrs. Photographs were taken of the outside of the structure, as well as some taken through windows and open doors.

Public Notices of the public hearing were posted on the front entrance window at City Hall on Wednesday, February 7, 2024. Notification letters of the public hearing were sent on Wednesday, February 7, 2024, to the property tax payer/owner Dewight Prisock and Roberta Prisock, 64 Lakeside Dr, Starkville, MS 39759, and also to the mailing address for the subject property. Public Notices of the public hearing were posted on the subject property and a third inspection of the property was done on Thursday, February 8, 2024, showing that no attempts to resolve the issues have been made. The final inspection was done by Officer Sarah Perez before submission of documents on Thursday, February 22, 2024 at approximately 14:46 hrs.

Mayor Spruill opened the Public Hearing. There being no comments from the general public, the Mayor closed the Public Hearing. A second Public Hearing will be held March 19, 2024.

23. CONSIDERATION OF THE APPROVAL OF THE CITY OF STARKVILLE TAX ABATEMENT RESOLUTION FOR 44 PROPERTIES, LLC.

Alderman Sistrunk presented the qualifying reasons the State of MS allows tax abatements and noted 44 Properties, LLC had met the requirements. Alderman Sistrunk, duly seconded by Alderman Vaughn, then offered a motion for the Board of Aldermen to approve the Resolution as presented. Alderman Brooks offered a friendly amendment to approve the abatement with a five-year time frame with the applicant to reapply at the end of the five years. Both Aldermen Sistrunk and Vaughn accepted the amendment to the motion. The Board voted as follows:

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

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

The Board of Aldermen of the City of Starkville, Mississippi, (hereinafter “the City”) took up the matter of expressing its intent to grant an ad valorem tax abatement to 44 Properties, LLC as economic development incentive for the renovation and improvement of an existing building located at 118 Highway 12 West (the “Property”) and to recruit new retail tenants to the City, and the following Resolution, having first been reduced to writing, was introduced:

RESOLUTION OF INTENT OF THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, TO GRANT AN ABATEMENT OF AD VALOREM TAXES PURSUANT TO THE CITY ORDINANCE 2023-03 AND SECTION 27-31-31 OF THE MISSISSIPPI CODE FOR RENOVATIONS AND IMPROVEMENTS OF AN EXISTING STRUCTURE WITHIN THE CENTRAL BUSINESS DISTRICT OF THE MUNICIPALITY, AND RELATED MATTERS.

WHEREAS, the Board hereby finds, adjudicates, and determines as follows:

1. The Property owned by 44 Properties, LLC is being renovated and improved to provide retail tenant space and that purpose is in keeping with the with the City’s desire to promote the revitalization and economic prosperity of areas zoned for general commercial purposes; and
2. 44 Properties, LLC has advised the Board in its written application for a tax abatement that the project is expected to result in a capital investment of Three Million Five Hundred Thousand (\$3,500,000) or more and the creation of 15 or more new jobs; and
3. 44 Properties, LLC is a local investor and is providing construction employment for local contractors for renovations and improvements related work; and
4. The Property is in the center of an important business district and has been vacant since November 2021; and
5. The Property’s size, especially for the largest of the three spaces, limits the number and type of tenants and the City acknowledges and understands that the intent as expressed herein will play a material role in incentivizing investments that are currently being considered; and
6. The City will benefit from having the Property’s three spaces occupied through the generation of sales taxes and inventory taxes in excess of the amount abated and in drawing additional visitors and shoppers to the City due to the unique nature of the businesses being recruited; and
7. The estimated abatement will be approximately \$30,000 and 0.1 mills.

NOW, THEREFORE, BE IT ORDERED by the Mayor and Board of Aldermen of the City of Starkville, Mississippi as follows, to wit:

1. That the development at the property at 118 Highway 12 West as more fully set forth and shown by the map in Exhibit A, hereby be declared as property falling under the City’s tax abatement ordinance (2023-03).

2. Upon written application of 44 Properties, LLC owner of the Property and pursuant to and in accordance with the requirements of Mississippi Code 27-31-31, the City will offer exemption from all City ad valorem taxes related to real property, excluding ad valorem taxes for inventory, for a period of five (5) years, with the option to renew for an additional five (5) years with a new application, for the renovation and construction of any privately owned new business and any new renovations of and improvements to existing business structures, which are done for the promotion of business, commerce or industry in the aforementioned shopping center located at 118 Highway 12 West, Starkville, MS 39759.
3. All abatements will be suspended if any of the spaces remain vacant for 12 months or more. Upon written application of 44 Properties, LLC, reinstatement of the abatement will be considered when tenants are in place for the vacant spaces. Any suspension and reinstatement will not extend the original 5-year period or additional 5 years for a total of 10 years.
4. The Mayor and/or her designees are authorized to take any and all action, including preparing and distributing information and applications about said development and incentives to effectuate the intent of this Resolution.

Following the reading of the foregoing resolution, Alderman Sistrunk made the motion to adopt the Resolution and Alderman Vaughn seconded the motion for its adoption. The Mayor asked the City Clerk to put the question to a roll call vote and the result was as follows:

Alderman Kim Moreland	voted: Nay
Alderman Sandra Sistrunk	voted: Yea
Alderman Jeffrey Rupp	voted: Nay
Alderman Mike Brooks	voted: Yea
Alderman Hamp Beatty	voted: Nay
Vice Mayor Roy A. Perkins	voted: Yea
Alderman Henry Vaughn	voted: Yea

RESOLVED AND DONE, this 5th day of March, 2024.

LYNN SPRUILL, MAYOR

ATTEST:

LESA HARDIN, CITY CLERK

24. CONSIDERATION OF APPROVING THE AS-NEEDED PROFESSIONAL SERVICES AGREEMENT WITH CIVIL-LINK LLC FOR TECHNICAL ASSISTANCE RELATED TO THE ROADWAY MAINTENANCE PLAN.

City Engineer Cody Burnett presented an overview of the services needed as relate to the roadway maintenance plan. Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, to approve the as-needed professional services agreement with Civil-Link LLC for technical assistance related to the roadway maintenance plan, the Board voted as follows:

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

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

The agreement follows this page.

25. 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 February 27, 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 Kim Moreland	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Nay

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

General Fund	001	\$ 262,381.61
Airport Fund	015	39,066.31
Airport Restricted Fund	016	57,000.00
Sanitation / Environ Services	022	20,924.11
Capital Projects Fund	300	16,466.89
2022 GO Bonds	305	4,137.13
Parks Capital Project Fund (2023)	312	43,745.00
Spring / Hwy 12 Linkage TAP	313	10,000.00
Park and Rec Tourism	375	1,500.00
Sub Total Before Utilities		\$ 455,221.05
Utilities Dept.	SED	285,133.11
Total Claims	Total	\$ 740,354.16



February 22, 2024

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

REFERENCE: PROFESSIONAL SERVICES - MASTER AGREEMENT

Dear Mr. Burnett:

Civil-Link (CL) is pleased to offer this Master Agreement to the City of Starkville (City) for various as needed professional planning, engineering, and construction inspection services. All services will be provided in accordance with Exhibit A, "General Terms and Conditions," which is attached and made a part of this Master Agreement.

The type and extent of the services requested by the City will be described more specifically in subsequent Work Authorizations by letter of correspondence. The scope and fee for individual Work Authorizations will be negotiated between the City and CL and a written approval of the negotiated Work Authorization will be obtained prior to CL commencing work. This Master Agreement will allow CL to provide services to the City based on the hourly rates agreed to herein or amended based on any Work Authorization. This Agreement allows for fixed fee or hourly rate Work Authorizations.

CL services under this agreement will be provided at our actual hourly labor cost rates multiplied by a 2.8 LMU (Labor Mark Up) plus the related reimbursable expenses unless modified by a specific Work Authorization. Not-to-exceed compensation amounts may also be specified in each Work Authorization based on this hourly basis. Any subconsultant's invoices will be billed to the City by multiplying the direct cost by a factor of 1.10. The City will be billed monthly by invoice for work completed for that month and payment shall be made within forty-five (45) days of receipt.

Any party may terminate this contract at any time by giving written notice to the other parties of such termination and specifying the effective date thereof, at least seven (7) working days before the effective date of such termination. In the event of such, CL will be entitled to receive just and equitable compensation for any specific services completed to the date of termination.

This Master Agreement, consisting of five pages; Exhibit A, "General Terms and Conditions" consisting of one page; and all the subsequent Work Authorizations and/or Notices, constitute the entire agreement between the City and CL and may only be modified upon mutual agreement of the parties, in writing and signed by the parties hereto. We appreciate the opportunity to provide these services to the City of Starkville and we look forward to our continued work with you and your staff.

Sincerely,

CIVIL-LINK, LLC



Danny Cordell, PE, PS
Managing Principal

ACCEPTED: CITY OF STARKVILLE, MISSISSIPPI

By: _____

Title: _____

Date: _____



EXHIBIT A

GENERAL TERMS AND CONDITIONS

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

EXHIBIT B
CIVIL-LINK
HOURLY RATE SCHEDULE FOR PROFESSIONAL SERVICES

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

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

REIMBURSABLE EXPENSE SCHEDULE

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

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

WORK AUTHORIZATION 01-24

CONSTRUCTION ENGINEERING INSPECTION SERVICES TERM BID CONTRACT IMPLEMENTATION ASSISTANCE

In accordance with the Master Service Agreement dated February 22, 2024 between the City of Starkville and Civil-Link, LLC, this Work Authorization describes the services and payment conditions related to the construction engineering and inspection (CE&I) services provided by CL for the Project described as the *Term Bid Contract Implementation Assistance*.

GENERAL:

The Term Bid Contract Implementation Assistance (hereafter, "Project") is proposed to be completed utilizing local funds appropriated for this Project. In order to effectively implement the term bid contracts, CL will assist in assuring the project is constructed in accordance with the contract documents, plans and specifications, by providing CE&I services as needed for the Owner.

The proposed Project will consist of four (4) term bid contracts. The term bid contracts include Annual Asphalt Overlays, Annual Pavement Striping, Annual Pavement Surface Treatments, and Annual Full Depth Reclamation. CL will provide technical assistance as requested for the City. Technical assistance could potentially include but is not limited to professional consultation and construction engineering inspection services.

SCHEDULE:

The Project time necessary to complete the services will depend on the Contractor's schedule for construction on roadways. Therefore, this agreement will be for the first year of the term bid contracts with potential renewal of this agreement yearly if approved by the City and CL.

PAYMENT CONDITIONS:

CL shall provide the services described herein for this WA at our hourly rates with a **2.8 labor mark-up**. Payment shall be made in accordance with the terms set forth in the referenced Professional Services Master Agreement. Any additional services required outside of those described will be conducted at the labor mark-up listed herein.

SCOPE OF SERVICES:

I. CONSTRUCTION ENGINEERING SERVICES (IF REQUESTED)

- A. Professional Consultation to clarify any questions received.
- B. Technical Assistance in ensuring roadway construction is completed in conformance to the plans and specifications.
- C. Make visits to the site at the request of the City in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work.
- D. Submittals. CL shall review and approve (or take other appropriate action in respect of) mix design, samples and other data which Contractor is required to submit, but only for conformance with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

TERMS AND CONDITIONS. The terms and conditions of the Agreement referenced above shall apply to this Work Authorization, except as expressly modified herein.

ACCEPTANCE of the terms of this Work Authorization is acknowledged by the following signatures of the Authorized Representatives.

CITY OF STARKVILLE, MISSISSIPPI

Signature

Lynn Spruill, Mayor

Typed Name/Title

Date of Signature

3-5-2024

CIVIL LINK

Signature

Dan Cordell, Principal

Typed Name/Title

Date of Signature

26. MOTION TO RECESS UNTIL MARCH 19, 2024 @ 5:30 P.M. IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Rupp, for the Board of Aldermen to recess the meeting until March 19, 2024 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

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

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

SIGNED AND SEALED THIS THE 2nd DAY OF APRIL, 2024.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK