

**MINUTES OF THE RECESSED MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
February 21, 2023**

Be it remembered that the Mayor and Board of Alderman met in a Recessed Meeting on February 21, 2023 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, Jeffrey Rupp, Mike Brooks, Hamp Beatty, Roy A'. Perkins and Henry Vaughn, Sr. as well as City Attorney Berk Huskison and City Clerk / CFO Lesa Hardin.

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

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

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

Alderman Rupp offered a motion, duly seconded by Alderman Brooks, to approve the February 21, 2023 Official Agenda. The Board voted as follows:

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

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

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
RECESS MEETING OF TUESDAY, FEBRUARY 21, 2023
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET**

- I. CALL THE MEETING TO ORDER**
- II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE**
- III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS**
- IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES**

CONSIDERATION OF THE MINUTES OF THE FEBRUARY 3, 2023 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARINGS

SECOND PUBLIC HEARING AND CONSIDERATION FOR AMENDING THE UNIFIED DEVELOPMENT CODE.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF A RESOLUTION AUTHORIZING AN APPLICATION TO THE MS OUTDOOR STEWARDSHIP TRUST FUND FOR A GRANT FOR THE IMPROVEMENT OF MCKEE PARKS IMPROVEMENTS.

B. CONSIDERATION OF CALLING FOR TWO PUBLIC HEARINGS FOR AMENDING THE UNIFIED DEVELOPMENT CODE.

X. BOARD BUSINESS

A. CONSIDERATION AND APPROVAL OF THE JOINT PAVING PROJECT OF LEFLORE AND INCA STREETS WITH OKTIBBEHA COUNTY FOR THIS COMING CAPITAL IMPROVEMENT PROJECT YEAR.

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. CONSIDERATION OF FP 22-11 A REQUEST FOR FINAL PLAT APPROVAL FOR "ADELAIDE PH III" LOCATED ON THE WEST SIDE OF ADELAIDE PHASE I AND II ON RYAN AVENUE AND BANCROFT AVENUE WITHIN A TN-N ZONING DISTRICT.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF APPROVING THE PROFESSIONAL SERVICES PROPOSAL FROM SPRINGER ENGINEERING, INC. TO PROVIDE SURVEYING SERVICES NEEDED TO PREPARE FOR RIGHT-OF-WAY ACQUISITION FOR BAR-B-Q ROAD AND BOYD ROAD.

2. CONSIDERATION OF APPROVING THE ENGINEERING DEPARTMENT TO ADVERTISE FOR THE 2023 STREET IMPROVEMENT PROJECT.

3. CONSIDERATION OF APPROVING THE PROPOSAL FROM KIMLEY HORN TO PREPARE BID DOCUMENTS AND FOR BIDDING ASSISTANCE FOR THE REBIDDING OF THE HWY 182 BUILD GRANT PROJECT.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF FEBRUARY 14, 2023 FOR FISCAL YEAR ENDING 9/30/23, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.

2. ACCEPTANCE OF FEBRUARY 2023 FINANCIAL STATEMENTS.

F. FIRE DEPARTMENT

1. REQUEST AUTHORIZATION FOR CHIEF CHARLES YARBROUGH TO TRAVEL TO NATCHEZ, MS TO ATTEND THE 86TH MS FIRE FIGHTERS AND FIRE CHIEFS CONFERENCE @ THE NATCHEZ CONVENTION CENTER ON JUNE 1 – 4, 2023 AT AN APPROXIMATE COST OF \$800.00 (HOTEL, MEALS AND REGISTRATION) PLUS TRAVEL.

2. REQUEST AUTHORIZATION FOR TRAINING CHIEF BRIAN ARNETT TO TRAVEL TO PENSACOLA, FL TO ATTEND THE URBAN TO SUBURBAN FIRE CONFERENCE 2023 @ THE HILTON ON PENSACOLA BEACH, FLORIDA ON AUGUST 22 - 24, 2023 AT AN APPROXIMATE COST OF \$950.00 (HOTEL, MEALS AND REGISTRATION) PLUS TRAVEL.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE JOSEPH CONNER AND JOINAY WATTS AS CERTIFIED POLICE OFFICERS IN THE STARKVILLE POLICE DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE CHASE NAYLOR AS A SEASONAL WORKER IN THE STARKVILLE UTILITIES DEPARTMENT WATER DIVISION.
3. REQUEST AUTHORIZATION TO HIRE RAYMOND SHELTON JR. AS A GROUND TECHNICIAN IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE ANTONIYO MACON AND CHAUNTREZ JENKINS AS SANITATION WORKERS IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
5. CONSIDERATION OF THE DISCIPLINE RECOMMENDED BY SANITATION DIRECTOR CHRIS SMILEY AS A RESULT OF I.A.#02152023 FOR TWO STARKVILLE SANITATION WORKERS.

H. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL OF A PROFESSIONAL SERVICE AGREEMENT WITH GARNER COMMUNICATION SERVICES AT RATE OF \$750 PER MONTH.

I. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

J. POLICE DEPARTMENT

1. POLICE

THERE ARE NO ITEMS FOR THIS AGENDA

2. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO APPROVE FIRST AMENDMENT TO WASTE WATER INTERLOCAL AGREEMENT BETWEEN THE CITY OF STARKVILLE AND MISSISSIPPI STATE UNIVERSITY.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

- Lease of City Land

XV. OPEN SESSION

XVI. ADJOURN UNTIL MARCH 7, 2023 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

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

Consent items 2 – 19:

2. CONSIDERATION OF THE MINUTES OF THE FEBRUARY 3, 2023 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the February 3, 2023 work session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF A RESOLUTION AUTHORIZING AN APPLICATION TO THE MS OUTDOOR STEWARDSHIP TRUST FUND FOR A GRANT FOR MCKEE PARKS IMPROVEMENTS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the Resolution to apply for the Mississippi Outdoor Stewardship Grant for McKee Parks Improvements” is enumerated, this consent item is thereby approved.

**RESOLUTION BY THE CITY OF STARKVILLE AUTHORIZING A GRANT
APPLICATION FOR THE MISSISSIPPI OUTDOOR
STEWARDSHIP TRUST FUND**

This resolution is made for the purpose of seeking funds from the State of Mississippi for the improvements to McKee Park including stream restoration and trail improvements for the reasons and the purposes specified in the following language:

WHEREAS, The Mississippi Outdoor Stewardship Act (House Bill 606, 2022 Regular Session) was passed to establish a funding mechanism to encourage investment in outdoor recreation and conservation; and

WHEREAS, the City of Starkville has evaluated its park improvement plans against the grant criteria and finds that the goals and objectives meet the requirements and intent of the trust fund grant; and

WHEREAS, McKee park has been in existence for forty years and has served the City of Starkville and the surrounding community for outdoor activities and recreation trails and the enjoyment of nature contributing to the health and welfare of the citizens of Starkville and the surrounding community; and

WHEREAS, the expansion and improvement of the trail system and the restoration and conservation of the stream will meet the desires of the grant and greatly improve the lives and enjoyment and needs of the citizens of Starkville and Oktibbeha County for the natural resources within a rural and urban environment; and

WHEREAS, the City of Starkville has portions of the McKee Park improvements that are squarely within those guidelines, that are in the planning stages and are supported by the local community and the elected officials as part of a master planning study.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF STARKVILLE THAT:

SECTION 1. The project that meets the State of Mississippi's requirements for funds are as follows:

McKee Park Stream Restoration and Trail Improvements

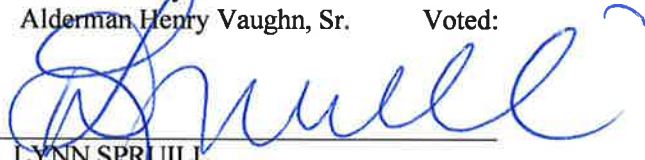
SECTION 2. The Mayor and the Board of Aldermen of the City of Starkville authorize the grant application to the Mississippi Outdoor Stewardship Grant Program.

SECTION 3. This Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED THIS 21th DAY OF FEBRUARY, 2023.

UPON THE MOTION OF ALDERMAN Rupp, SECONDED BY ALDERMAN Brooks, TO APPROVE THE ABOVE RESOLUTION, THE BOARD VOTED:

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



D. LYNN SPRUILL
MAYOR, CITY OF STARKVILLE

ATTEST: 

Lesa Hardin, City Clerk



4. CONSIDERATION OF CALLING FOR TWO PUBLIC HEARINGS FOR AMENDING THE UNIFIED DEVELOPMENT CODE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval of calling for two public hearings for amending the Unified Development Code to include addressing damage to roadways and other public infrastructure that is directly caused by construction related activities” is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF THE JOINT PAVING PROJECT OF LEFLORE AND INCA STREETS WITH OKTIBBEHA COUNTY FOR THIS COMING CAPITAL IMPROVEMENT PROJECT YEAR.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the joint paving project with Oktibbeha County for the overlay of Leflore and Inca Streets during the 2023 construction season” is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF FP 22-11: A REQUEST FOR FINAL PLAT APPROVAL FOR “ADELAIDE PH III” LOCATED ON THE WEST SIDE OF ADELAIDE PHASE I AND II ON RYAN AVENUE AND BANCROFT AVENUE WITHIN A TN-N ZONING DISTRICT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval of FP 22-11 a request for Final Plat approval for “Adelaide Ph III” located on the west side of Adelaide Phase I and II on Ryan Avenue and Bancroft Avenue within a TN-N zoning district” is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF APPROVING THE PROFESSIONAL SERVICES PROPOSAL FROM SPRINGER ENGINEERING, INC. TO PROVIDE SURVEYING SERVICES NEEDED TO PREPARE FOR RIGHT-OF-WAY ACQUISITION FOR BAR-B-Q ROAD AND BOYD ROAD.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the professional services proposal from Springer Engineering, Inc. to provide surveying services needed to prepare for right-of-way acquisition for Bar-B-Q Road and Boyd Road” is enumerated, this consent item is thereby approved. The proposal follows this page.

8. CONSIDERATION OF APPROVING THE ENGINEERING DEPARTMENT TO ADVERTISE FOR THE 2023 STREET IMPROVEMENT PROJECT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval for the Engineering Department to advertise for the 2023 Street Improvement Project” is enumerated, this consent item is thereby approved.

9. CONSIDERATION OF APPROVING THE PROPOSAL FROM KIMLEY HORN TO PREPARE BID DOCUMENTS AND FOR BIDDING ASSISTANCE FOR THE REBIDDING OF THE HWY 182 BUILD GRANT PROJECT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the proposal from Kimley Horn to prepare bid documents and for bidding assistance for the rebidding of the Hwy 182 Build Grant Project” is enumerated, this consent item is thereby approved. The proposal follows the Springer proposal.



206 OLD WEST POINT RD.
STARKVILLE, MS 39759
PHONE 662-323-2296
FAX 662-323-2297
SPRINGERMS@BELLSOUTH.NET

February 13, 2023

City of Starkville
Attn: Cody A. Burnett, P.E.
c.burnett@cityofstarkville.org

**RE: PROPOSAL FOR SURVEY SERVICES FOR
BAR-B-QUE AND BOYD ROAD
STARKVILLE, MISSISSIPPI**

Dear Mr. Burnett:

Your selection of Springer Engineering to perform the professional services on the project captioned above is appreciated. Having examined the information forwarded by your office and having discussed the scope of work with you, we offer to furnish the following items for the lump sum of \$4,800.00.

- A. Initial boundary survey for Bar-B-Q and Boyd Road.
- B. Prepare right-of-way descriptions for Bar-B-Q and Boyd Road.
- C. Stake new right-of-way locations.

I trust that this proposal meets your needs and is within your budget. However, should you have any questions concerning this submittal, the opportunity to address same will be appreciated.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Holland Cox', is written over a horizontal line.

Holland Cox, P.E.
SPRINGER ENGINEERING, INC.

HC/rr

ACCEPTED BY:

A handwritten signature in black ink, appearing to read 'Cody A. Burnett', is written over a horizontal line.
Cody A. Burnett, P.E.

2.21.2023
Date

January 24, 2023

Mayor Lynn Spruill
City of Starkville
110 West Main Street
Starkville, Mississippi 39759

**RE: *Professional Services Agreement – Bidding Services for HWY 182 BUILD Project
Starkville, Mississippi***

Dear Mayor Spruill:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this letter agreement (the “Agreement”) to the City of Starkville, Mississippi (“Client”) for providing Bidding services for the HWY 182 BUILD (“Project”) within the City of Starkville, Mississippi.

SCOPE OF SERVICES

The Kimley-Horn team will provide the following services:

TASK 1 – PLANS & SPECIFICATION REVISIONS

Kimley-Horn will update the design plans to incorporate the previously developed Addenda items. All revisions will be performed according to the MDOT guidelines as outlined in the MDOT LPA Project Delivery Manual. These services include the following:

- Plan revisions based on contractor feedback received during the first bidding period.
- Updates to Electrical design plans and specifications (Provided by Atwell & Gent)
- Clarifications to specify trenching vs. boring
- Clarifications on trenching requirements and backfilling
- Updates to roadway design plans to provide clarity for temporary traffic control and MOT items.
- Adjustments to the utility specifications to reflect new City of Starkville standards
- Updates to the bidding documents to specify a new bidding dates and requirements
- Updates to the design specifications to coincide the plan revisions and to clarify requirements for specialty items.
- Update to the project quantities including updates within the MDOT SQS generator and implementation of fuel adjustment codes.
- Revisions to the construction cost estimate
- Printing of plans and specification as required by MDOT

TASK 2 – ATTENDANCE AT MEETINGS

Kimley-Horn will attend meetings as requested by the Client and up to the maximum hourly budget. The meetings are in addition to those outlined in the tasks above. These meetings can include:

- Attendance at a pre-bid meeting, if needed and issuance of an addenda with the associated meeting minutes and questions and answers
- Kimley Horn will attend the bid-opening and prepare the required MDOT bid concurrence documentation.

TASK 3 – ADDENDA

Kimley-Horn will be available to address questions and answers associated with the bidding plans and specifications and will prepare and issue addenda as needed.

TASK 4 – PAST SERVICES

~~Kimley Horn previously has extended beyond the initial scope of services contracted for the HWY 182-BUILD grant project. Working in good faith and under the direction of the City, Kimley-Horn performed additional design services to revise the drainage design and attended additional meetings and subsequent effort due to the time extension granted on the project. Specifically, it involves the following services:~~

- ~~• Development and acceptance of a design variance through MDOT to reduce the stormwater drainage parameters~~
- ~~• Redesign of the storm drainage system in response to the variance — new design resulted in a higher level of constructability and lower cost to implement.~~
- ~~• Subsequent redesign within roadway, electrical, and utility relocation plans to accommodate the updated storm drainage design.~~
- ~~• Additional coordination and design to accommodate for errors in the relocation of AT&T fiber optic cable. The utility did not install as instructed and additional effort was required to address the new conflicts with the future project.~~
- ~~• Additional meetings and coordination — due to the delays created by MDOT to rectify the design constraints for stormwater and the resulting design variance approval, the project timeline was extended. This required attendance at bi-weekly FHWA and MDOT meetings over an additional year.~~

~~All effort billed under this task will include a detailed record of the services previously rendered as well as summary timesheet data as backup.~~

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope, as well as any changes in the scope by Client request, will be considered additional services and will be performed at our then current hourly rates.

SERVICES NOT INCLUDED

The following list of activities not included is provided for clarity as well as anything not described in the scope of work. Most can be provided upon request as additional services.

- Re-design services other than those outlined above
- Construction Engineering & Inspection Services
- Subsequent bidding services
- Public Meetings

SCHEDULE

We will provide our services as expeditiously as practicable to meet the mutually agreed upon schedule.

FEES AND BILLING

Kimley-Horn will perform the Services in Tasks 1 - 4 on a labor fee plus expense basis with the maximum labor fee shown below. Labor fee will be billed on an hourly basis according to our then-current rates.

Kimley-Horn will perform the services in Tasks 4 - 5 for the total lump sum fee below. Individual task amounts are informational only. Any permitting, application, and similar project fees will be paid directly by the Client.

Base Scope of Services	Fee	Fee Type
Task 1: Plans and Specification Revisions	\$ 15,000.00	Hourly Max
Task 2: Meetings and Coordination	\$ 10,000.00	Hourly Max
Task 3: Addenda	\$ 10,000.00	Hourly Max
Task 4: Past Services	\$ 60,000.00	Lump Sum
Task 5: Sub Consultant: Atwell & Gent	\$ 40,000.00	Lump Sum
Services Total	\$ 135,000.00	\$35,000.00

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Hourly fees will be billed on an hourly basis according to our then-current rates. Direct reimbursable expenses such as exhibit reproduction costs, delivery services, fees, travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. All permitting, application, and similar project fees will be paid directly by the Client.

Payment will be due within 45 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard

Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to **City of Starkville, Mississippi.**

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

____ Please email all invoices to *l.hardin@cityofstarkville.org*

____ Please copy *c.williams@cityofstarkville.org*

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

Again, we appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Clark Bailey, PE
Project Manager

City of Starkville

SIGNED:

PRINTED NAME: *D. Lynn Spruill*

TITLE: *Mayor*

Client's Federal Tax ID: *64-6001082*

Client's Business License No.: *n/a*

Client's Street Address: *110 West Main*
Starkville, MS 39759

Attachments: Hourly Rate Schedule
Standard Provisions

Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	Rate
Analyst I	\$125 - \$165
Analyst II	\$165 - \$210
Professional	\$210 - \$240
Senior Professional I	\$250 - \$310
Senior Professional II	\$330 - \$390
Senior Technical Support	\$110 - \$275
Technical Support	\$100 - \$160
Support Staff	\$85 - \$140

Effective through June 30, 2023

Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
- (c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- (d) Arrange for access to the site and other property as required for the Consultant to provide its services.
- (e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
- (g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant as follows:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 45 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 45 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 45 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 45 days of receipt.
- (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any

discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no responsibility whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

(10) **Certifications.** All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(11) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation as a condition precedent to litigation.

(12) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(13) Construction Phase Services.

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits

to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

10. CONSIDERATION OF ACCEPTANCE OF FEBRUARY 2023 FINANCIAL STATEMENTS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 21, 2023 Official Agenda, and to accept items for consent, whereby the “acceptance of the February 2023 Financial Statements” is enumerated, this consent item is thereby approved.

11. CONSIDERATION FOR CHIEF CHARLES YARBROUGH TO TRAVEL TO NATCHEZ, MS TO ATTEND THE 86TH MS FIRE FIGHTERS AND FIRE CHIEFS CONFERENCE @ THE NATCHEZ CONVENTION CENTER ON JUNE 1 – 4, 2023 AT AN APPROXIMATE COST OF \$800.00 (HOTEL, MEALS AND REGISTRATION) PLUS TRAVEL.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval for Chief Charles Yarbrough to travel to Natchez, MS to attend the 86th MS Fire Fighters and Fire Chiefs Conference @ the Natchez Convention Center on June 1 – 4, 2023 at an approximate cost of \$800.00 plus travel” is enumerated, this consent item is thereby approved.

12. CONSIDERATION FOR TRAINING CHIEF BRIAN ARNETT TO TRAVEL TO PENSACOLA, FL TO ATTEND THE URBAN TO SUBURBAN FIRE CONFERENCE 2023 @ THE HILTON ON PENSACOLA BEACH, FLORIDA ON AUGUST 22 - 24, 2023 AT AN APPROXIMATE COST OF \$950.00 (HOTEL, MEALS AND REGISTRATION) PLUS TRAVEL.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval for Training Chief Brian Arnett to travel to Pensacola, FL to attend the Urban to Suburban Fire Conference 2023 @ the Hilton on Pensacola Beach, Florida on August 22 - 24, 2023 at an approximate cost of \$950.00 plus travel” is enumerated, this consent item is thereby approved.

13. CONSIDERATION TO HIRE JOSEPH CONNER AND JOINAY WATTS AS CERTIFIED POLICE OFFICERS IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Joseph Conner and Joinay Watts as a Certified Police Officers” is enumerated, this consent item is thereby approved.

14. CONSIDERATION TO HIRE CHASE NAYLOR AS A SEASONAL WORKER IN THE STARKVILLE UTILITIES DEPARTMENT WATER DIVISION.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Chase Naylor as a Seasonal Worker in the Starkville Utilities Department water division” is enumerated, this consent item is thereby approved.

15. APPROVAL TO HIRE RAYMOND SHELTON JR. AS A GROUND TECHNICIAN IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Raymond Shelton Jr. as a Ground Technician in the Sanitation & Environmental Services Department” is enumerated, this consent item is thereby approved.

16. APPROVAL TO HIRE ANTONIYO MACON AND CHAUNTREZ JENKINS AS SANITATION WORKERS IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Antoniyo Macon and Chauntrez Jenkins as Sanitation Workers” is enumerated, this consent item is thereby approved.

17. CONSIDERATION OF THE DISCIPLINE RECOMMENDED BY SANITATION DIRECTOR CHRIS SMILEY AS A RESULT OF I.A.#02152023 FOR TWO STARKVILLE SANITATION WORKERS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 21, 2023 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.#02152023, attendance issues, for two Starkville Sanitation Workers” is enumerated, this consent item is thereby approved.

18. CONSIDERATION OF A PROFESSIONAL SERVICE AGREEMENT WITH GARNER COMMUNICATION SERVICES AT RATE OF \$750 PER MONTH.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval of a professional service agreement with Garner Communication Services at rate of \$750 per month” is enumerated, this consent item is thereby approved. The agreement follows this page.

19. CONSIDERATION TO APPROVE A FIRST AMENDMENT TO WASTE WATER INTERLOCAL AGREEMENT BETWEEN THE CITY OF STARKVILLE AND MISSISSIPPI STATE UNIVERSITY.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval of First Amendment to Waste Water Interlocal Agreement between the City of Starkville and Mississippi State University” is enumerated, this consent item is thereby approved. The amendment follows the Garner agreement.

CONSULTING & RETAINER AGREEMENT

This Agreement is made effective as of Oct 1st, 2022 , by and between City of Starkville City Hall and Stacy Garner of Garner Communication Services, of 133 Elm Cove, Columbus, MS, 39701.

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

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

Client desires to have services provided by Consultant.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES Beginning on Oct 1st, 2022 , Consultant will provide the following services (collectively, the "Services"): Assist Client as they seek to accomplish any of the following:

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

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

3. RETAINER/PAYMENT. Client will pay a retainer to Consultant for the Services in the amount of \$750.00/month. This fee shall be invoiced per year and payable in 12 installments due at beginning of each service month. This retainer is non-refundable. Consultant shall bill first to the retainer. Upon depletion of retainer per month, Client shall pay additional fees, if any, upon presentment of a billing statement by Consultant. Rates are determined by the attached "Rate Schedule."

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

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

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

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

- 8. EMPLOYEES.** Consultant's employees, if any, who perform services for Client under this Agreement shall also be bound by the provisions of this Agreement.
- 9. CONFIDENTIALITY.** Client recognizes that Consultant has and will have the following information:
- business affairs; financial information; personal information; future plans; and other proprietary information (collectively, "Information") which are valuable, special and unique assets of Client and need to be protected from improper disclosure. In consideration for the disclosure of the Information, Consultant agrees that Consultant will not at any time or in any manner, either directly or indirectly, use any Information for Consultant's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior consent of Client. Consultant will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.
- 10. CONFIDENTIALITY AFTER TERMINATION.** The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.
- 11. RETURN OF RECORDS.** Upon termination of this Agreement, Consultant shall deliver all records, notes, and data of any nature that are in Consultant's possession or under Consultant's control and that are Client's property or relate to Client's business.
- 12. NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person, email or deposited in the United States mail, postage prepaid, addressed as follows:

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

IF for Consultant:
Garner Communication Services, LLC; Attn: Stacy Garner, 133 Elm Cove, Columbus, MS 39701
Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.
- 13. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
- 14. AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
- 15. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 16. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to

subsequently enforce and compel strict compliance with every provision of this Agreement.

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

Party receiving services:

By:  _____
D. Lynn Spruill, Mayor 2-21-2023

Party providing services: Garner Communication Services

By: _____

Stacy Garner – Consultant

Date:

**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN
THE CITY OF STARKVILLE, MISSISSIPPI AND MISSISSIPPI STATE UNIVERSITY
RELATIVE TO THE OPERATION AND MAINTENANCE OF A JOINT SYSTEM OF
WASTEWATER COLLECTION AND TREATMENT**

This First Amendment is entered into between the City of Starkville, Mississippi (the “City” or “Starkville”) and Mississippi State University (the “University” or “MSU”) to amend and clarify new points of metering used in the flow calculation for a joint system of wastewater collection and treatment (the “System”) and clarifies the billing period for invoices related thereto. For and in consideration of the mutual promises and obligations outlined below, the parties state and agree as follows:

Whereas, on February 8, 1993, the parties entered into an Interlocal Agreement relative to the operation and maintenance of a joint system of wastewater collection and treatment (the “Interlocal Agreement”), a copy of which is attached as Exhibit “A,” as if fully referenced and incorporated herein;

Whereas, the purpose of the Interlocal Agreement was to set forth the duties and obligations of the parties with respect to the joint system of wastewater collection and treatment and to outline the formula for costs and fees associated with the same.

Whereas, the need has arisen to adjust the duties, obligations, costs, and fees associated with the System as follows:

1. The University shall operate and maintain the portion of the System from Point A-1 to Point B shown on Exhibit B, which is attached hereto and incorporated herein. The City shall reimburse the University for the City's share of the University's cost of operating and maintaining this portion of the system, along with cost of capital improvements. Division of costs shall be based upon the percentage of monthly flow contributed by the City and determined as follows:
 - a. Invoices to the City for its share of costs and flow shall be compiled for the period January to December of each calendar year.
 - b. The total flow from the City into MSU's portion of the System will be measured from the sum of actual meter flows at the points noted in the formula below:

*(A-1: Sand Creek) + (A-2: College View) + (A-3: Fraternity Row) +
(A-4: USDA) – MSU 1*

- c. The flow from Catalpa Creek Pumping Station shall be measured continuously at the master meter located at the discharge line from the Catalpa Creek Pumping Station—**MSU2**
 - d. The City's percentage of flow will be calculated as MSU 1/MSU 2. This percentage will be applied to the annual O&M and capital costs incurred by MSU (supported by invoices required in Paragraph 2(a)).
2. The City shall operate and maintain the portion of the System from Point B downstream as shown on Exhibit B. The University shall reimburse the City for the University's share of the City's cost of operating and maintaining this portion of the system, along with the costs of capital improvements. Division of these costs shall be calculated as follows:
 - a. Invoices to the University for its share of costs and flow shall be compiled for the period of January to December of each calendar year.
 - b. Monthly operation and maintenance costs and capital costs for all components from Point B downstream shall be divided according to meter flow measured at the influent point.
 - c. The University's percentage of flow will be calculated as $(MSU2 - MSU1)/Flow\ at\ Influent$. This percentage will be applied to the annual O&M and capital costs incurred by the City (supported by invoices required in Paragraph 3(a)).
3. **Applicability.** Other than the items specifically addressed above, all terms in the Interlocal Agreement shall remain the same and have full force and effect. To the extent any conflict exists between this First Amendment and the Interlocal Agreement, this First Amendment shall control.
4. **Amendments.** The Interlocal Agreement may only be amended further as mutually agreed upon by the Parties in writing.
5. **Property.** Throughout the operation of this First Amendment, and the Interlocal Agreement, all property attendant to the System shall remain the property of the original owner.
6. **Severability.** Should any provision of this First Amendment, and/or the Interlocal Agreement, be found to be unconstitutional, or otherwise contrary to the laws of the State of Mississippi or the United States of America, to the extent that it is reasonably possible to do so, the remainder of the terms shall remain in full force and effect.

7. **Duration.** This First Amendment shall become effective upon the date it is approved by the Attorney General’s Office and filed with the Secretary of State. This First Amendment shall remain in effect throughout the operation of the System unless terminated by mutual written consent of the parties or upon written notice by one party to the other party at least one year out from the proposed date of termination.
8. **Authority.** Authority for this First Amendment, and the Interlocal Agreement, is provided by Miss. Code Ann. §§17-13-7, 37-101-15, 21-17-1(8) & (10), 21-17-5, 21-27-23.

This the ____ day of _____, 2023.

D. Lynn Spruill
Mayor, City of Starkville

Dr. Mark Keenum
President, Mississippi State University

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS:

Mayor Spruill noted both youth and adult softball and baseball registrations are currently ongoing.

BOARD OF ALDERMEN COMMENTS:

Alderman Carver congratulated the Starkville Christian junior varsity basketball team playing the upcoming State tournament.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, asked that the police and other response persons be attentive to persons with medical needs, who may have stopped taking their medications. He also expressed interest in the future of the Needmore Center. Samuel Paige, Ward 7, expressed concern with potential flooding in his neighborhood. He was asked to call and set a meeting time with the Mayor and City Engineer.

PUBLIC APPEARANCE: None

PUBLIC HEARINGS:

SECOND PUBLIC HEARING AND CONSIDERATION FOR AMENDING THE UNIFIED DEVELOPMENT CODE.

Mayor Spruill opened the Public Hearing. There being no comments, the Mayor closed the Public Hearing.

20. MOTION TO AMEND THE UNIFIED DEVELOPMENT CODE.

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, for the Board of Aldermen to amend Section 14 – Utilities of the Municipal Code, the Board voted as follows:

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

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

The Unified Development Code was adopted on December 19, 2019, and last amended on September 20, 2022. The proposed amendments are as follows:

Proposed Revisions to the Unified Development Code February 2023	
UDC Section Number	Description of Revision
13.3.6	Adding "Small Cell Telecommunication Facilities" to use chart
13.9.9	Adding "Small Cell Telecommunication Facilities" to use standards
16.2	Updated Sound and Noise section
16.9	Updated Stormwater Management section
17.3.1	Adding permit required for roofing and accessory structures within a floodplain
18	Adding definitions associated with added and updated sections

21. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of February 14, 2023 for fiscal year ending 9/30/23, acknowledging that the City Clerk has attested and certified on the cover of the claims docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21. The Board voted as follows:

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

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

General Fund	001	\$ 322,900.47
Airport Fund	015	3,742.34
Sanitation	022	62,072.36
Modernization Use Tax	120	113,140.49
Main Street Improv Project	311	108.54
2023 Parks Capital Fund	312	79,364.91
Park and Rec Tourism	375	508,790.84
Park Bond - 2020	380	4,630.00
Payroll Fund	681	8,325.72
Sub Total Before Utilities		\$1,103,075.67
Utilities Dept.	SED	527,289.48
Total Claims	Total	\$1,630,365.15

22. A MOTION TO ENTER INTO A CLOSED SESSION TO DETERMINE IF THERE IS PROPER CAUSE FOR EXECUTIVE SESSION.

There came for consideration the matter of entering a closed session to determine if there is a proper cause for executive session. Upon the motion of Alderman Carver, seconded by Alderman Brooks, to enter into a Closed Session to determine if there is proper cause for Executive Session, the Board voted as follows:

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

Having received a majority affirmative vote, the Mayor declared the motion passed.
The Board entered closed session.

23. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Brooks offered a motion to enter Executive Session for the purpose of discussing the possible leasing of city owned land. Following a second by Alderman Rupp, the Board voted as follows to enter Executive Session:

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

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

The Mayor invited the public back in, and after allowing the public time to enter the room, made the announcement of the Board's decision to enter into Executive Session for the purpose of discussing the possible leasing of city owned land. At this time, the Board entered Executive Session.

24. CONSIDERATION OF A MOTION TO RETURN TO OPEN SESSION.

Alderman Vaughn offered a motion to return to open session. Alderman Rupp seconded the motion and the Board voted as follows to return to open session:

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

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

The Mayor invited the public back in and then announced that the Board had taken no action in Executive Session.

25. MOTION TO ADJOURN UNTIL MARCH 7, 2023 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Brooks, for the Board of Aldermen to adjourn the meeting until March 7, 2023 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

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

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

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

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK